

COLLECTIVE AGREEMENT

- Between -

**TORONTO CIVIC EMPLOYEES UNION,
LOCAL 416 CUPE**

(hereinafter referred to as the "Employer")

- And -

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 343**

(hereinafter referred to as the "Union")

July 1, 2021 to June 30, 2025

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B E T W E E N:

TORONTO CIVIC EMPLOYEES' UNION, LOCAL 416 CUPE
(hereinafter referred to as the "Employer")

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 343
(hereinafter referred to as the "Union")

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees including but not limited to temporary or part-time and excluding only elected officers of the Local, members of another union and maintenance staff.

1.02 There shall be no contracting out of Bargaining Unit work.

1.03 a) Persons who are not in the bargaining unit shall not perform work that is normally performed by members of the bargaining unit who are available and qualified to do the work.

1.04 The Union and the employees recognize and acknowledge that it is the exclusive function of the Employer to:

- (i) maintain order, discipline and efficiency,
- (ii) hire, discharge, layoff, direct, classify, transfer, reassign, schedule hours of work, promote, demote and suspend or otherwise discipline any employee provided that a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided, and
- (iii) generally to manage the operation and undertakings of the Local and without restricting the generality of the foregoing to select, install and require the operation of any equipment and machinery which the Employer in its sole discretion deems necessary for the efficient and economical carrying out of the operations and under takings of the Employer.

The management rights under this clause shall not be exercised in a manner inconsistent with the terms of this collective agreement.

ARTICLE 2 - UNION SECURITY

2.01 It shall be a condition of continued employment to join the Union upon commencement of work and remain members in good standing during the term of this Agreement. When interviewing job applicants, the Employer will inform them of this Agreement.

2.02 The Employer shall deduct from the first pay of every month, dues of any employee covered by this Agreement and shall forward money so deducted to the Union, not later than the last day of the month of such deduction. With such remittance, the Employer shall furnish the Union with a list showing the names of the employees not paying dues, and listing the reason why they are not paying dues.

2.03 Union Bulletin Boards

The Employer shall provide bulletin boards for the exclusive use of the Union. The Employer shall not interfere with the material posted by or on behalf of the Union on such bulletin boards.

ARTICLE 3 - SENIORITY

3.01 Seniority shall be accumulated on the basis of length of service with the Employer and shall be accorded to each employee upon the completion of the probationary period, effective from the first day of employment.

3.02 In promotions, layoffs and recall, seniority will be the only consideration, subject to the employee's ability to satisfactorily perform the work required.

3.03 Loss of Seniority

a) Employees shall not lose seniority if they are absent from work because of sickness, long-term disability, accident, lay-off, or leave of absence approved by the Employer.

b) Employees shall only lose their seniority in the event that they:

- a) are discharged for just cause and are not reinstated;
- b) resign in writing and do not withdraw within forty-eight (48) hours;
- c) fail to return to work within fifteen (15) calendar days following lay-off and after being notified by registered mail to do so, unless through sickness or other reasonable grounds. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- d) are laid off for a period longer than three (3) years

3.04 The parties recognize a probationary period of ninety (90) working days for full-time employees. The probationary period of part-time employees shall be lengthened in proportion to the hours worked.

3.05 a) An employee who receives a lay off notice shall have the right to bump any employee with less seniority in an equal or lower classification for which he or she is qualified, or opt for severance pay in accordance with Article 24 in which case the employee shall have surrendered his or her recall rights.

b) An employee shall be recalled on the basis of seniority to an equal or lower classification, provided that the employee has the qualifications to perform the available work.

ARTICLE 4 - LEAVE OF ABSENCE

4.01 a) Jury Service

Each employee of the Union coming within the 343 Unit who is called to serve as a juror or as a witness in court, in a civil or criminal proceeding:

(i) shall be granted leave of absence, for such purposes provided that upon completion of jury or witness service such employee shall present to his/her department a satisfactory certificate showing the period of such service;

(ii) shall be paid his/her full salary or wage for the period of such jury or witness service, provided he/she shall deposit with the Treasurer of Local 416 the full amount of compensation received for such service, and an official receipt therefore:

Provided that the "full amount of compensation" referred to in sub-clause (2) hereof, shall not include any compensation received for such jury or witness service performed on any day that he/she would not otherwise be scheduled for work nor shall it include any compensation received by such employee for meal allowance or travelling expense, and

Provided that when an employee has been granted leave of absence pursuant to this clause and is released from jury or witness service in the forenoon of any day, he/she shall return to work in the afternoon of that day as a condition of receiving full salary or wage for that day.

b) Citizenship Court - On one (1) occasion only, one (1) day's leave of absence, with pay, shall be given to an employee for attendance at Citizenship Court for the purpose of obtaining his/her citizenship, when such Court is convened during the employee's normal working hours.

4.02 a) Bereavement Leave

Each employee who is absent from work solely due to death and funeral of the spouse, common-law spouse, father, mother, son or daughter of such employee, shall be granted bereavement leave without loss of pay or benefits for up to a maximum of five (5) working days following such death.

Each employee who is absent from work solely due to death and funeral of the brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild of such employee, shall be granted bereavement leave without loss of pay or benefits for up to a maximum of three (3) working days following such death and aunt, uncle, niece, nephew two (2) working days.

“Spouse” for the purposes of bereavement leave will include a spouse of the same sex and a common law spouse.

b) Where an employee’s scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 4.02 above, provided that the employee has advised the Employer as soon as possible after becoming aware of the bereavement. The portion of the employee’s vacation which is deemed to be bereavement leave under this agreement, will not be counted against the employee’s vacation credits.

4.03 Union Business

The Employer shall recognize a Union representative selected by the Union for the purposes of collective bargaining, agreement administration and general Union business as the representative of all the employees in the bargaining unit. The Union representative will be granted reasonable time off with prior approval from the Employer and with pay when necessary, to perform Union duties. Such requests shall be submitted in writing at least five (5) working days in advance.

For the purposes of bargaining, one more employee will be released if requested by COPE and will be paid for by COPE Local 343 via salary continuation and CUPE Local 416 will invoice Local 343.

4.04 Miscellaneous

The Employer will give consideration to request for leave of absence for other reasons, for reasonable periods of time and grant same where possible. Whenever possible, such

requests shall be submitted in writing at least two (2) weeks in advance.

4.05 General Leave

The Employer may grant a leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

4.06 a) The Employer shall grant pregnancy and parental leave in accordance with the Employment Standards Act.

b) The Employer shall implement a supplemental benefit (SUB) plan as permitted under the Employment Insurance regime, for employees on pregnancy leave who have applied for and are in receipt of Employment Insurance pregnancy benefits. Such employees shall be paid a supplement in the third (3rd) through fifty-second (52nd) weeks of pregnancy leave, (Parental Leave) equivalent to the difference between the employee's Employment Insurance benefits plus any other earnings, and seventy five per cent (75%) of the employee's regular weekly wages under this agreement. Should the employee opt for the extended leave (18 months) the top up shall be reduced to reflect such extra leave.

4.07 The Employer shall grant family medical leave in accordance with the Employment Standards Act.

ARTICLE 5 - HOURS OF WORK

5.01 The hours of work of full-time employees shall be as follows:

8:00 am to 4:00 pm - regular hours

8:00 am to 3:30 pm (1/2 hour unpaid lunch) - subject to scheduling and on mutual agreement with the employer.

Hours of work may be modified by mutual consent between the Employer and the Union.

Hybrid Model - see Appendix B

5.02 The hours of work of part-time employees shall be as determined by the Employer. A part-time employee is defined as an employee who regularly works twenty four (24) hours or less per week.

5.03

Overtime shall be paid at the rate of one and one-half (1½) times the hourly rate or taken in lieu time.

5.04 It is agreed that all overtime is voluntary but, that any employee who works

overtime must have prior approval from the Employer. Overtime shall be divided equitably between the employees who normally perform the work that is available.

5.05 Employees shall be granted one (1) hour for lunch.

5.06 When an employee is required to forego the lunch period such time will be at the rate of time and one-half (1 ½).

5.07 Employees shall be granted a fifteen (15) minute rest period, morning and afternoon.

5.08 Any changes to the above clause cannot be made without the consent of the employee.

5.09 The employer shall provide a bulletin board for the exclusive use of COPE 343 for union material.

ARTICLE 6 - WAGES

6.01 Weekly full-time wages shall be as follows:

2.75 % year one 2021

2.75 % year two-July 1, 2022

2.75 % year three-July 1, 2023

3 % year four-July 1, 2024

6.01 (a) Cost of Living Allowance (COLA): All monetary compensation shall be reviewed by the Human Resources Committee and the union representative(s) on a yearly basis, or more frequently, at the request of the union, if inflation is at an abnormally high level. If the rates of interest, as published by the Bank of Canada rises significantly, the Human Resources Committee will reevaluate compensation and, if feasible given the financial condition of the local, upwardly adjust compensation.

6.02 (a) Temporary or part-time employees shall be paid at the rate for the classification in which they are employed, pro-rated on the number of hours per week they work.

Unless mutually agreed between the Union and the Employer a temporary employee is a person hired for a specific term not to exceed ninety (90) working days in any twelve (12) month period. Temporary employees shall receive an additional four percent (4%) of

salary in lieu of benefits and four percent (4%) for vacation pay.

If it is further agreed temporary employees shall not acquire seniority unless such employee is hired on as permanent. The Employer further agrees to notify the Union in writing when considering hiring a temporary employee. If a temporary employee is hired on as permanent, with no break in service, the probationary period will extend for a period of 90 days and their seniority shall be retroactive to the original start date as a temporary employee.

- a) Employees shall receive benefits upon completion of the probation period.
- b) Part-time or temporary employees shall not be used to reduce full-time positions or employees.
- c) The Employer shall be permitted to hire from a temporary agency to fill vacant positions when employees are on vacation or other short term periods. This short term period shall not be longer than fourteen (14) calendar days and not more than twice yearly, unless otherwise agreed to by both parties.

6.03 Employees with three (3) or more years of service shall receive an additional ten dollars (\$10.00) per week regular pay. Employees hired after July 1, 1999 shall not be entitled to the above.

6.04 The Employer shall post in each office a description of any vacant position within the bargaining unit. An employee who wishes to bid for the position shall inform the Employer within five (5) working days of the posting of his/her desire to bid for the job, such notice must be in writing. The position shall be awarded to the most senior qualified applicant.

6.05 No new classification shall be established without notifying and discussing with the Union all of the conditions of that classification(s). It is understood that any disagreement with the positions of the parties pertaining to the rate of pay of a new classification is subject to the grievance and arbitration procedure.

ARTICLE 7 - MEAL ALLOWANCE

7.01 If an employee is required to work overtime, a minimum of two (2) hours beyond

scheduled quitting time, the employee shall be given a meal allowance of twenty five dollars (\$25.00).

ARTICLE 8 - CALL IN PAY

8.01 An employee who is called to work outside their regular working hours shall receive a minimum of four (4) hours pay at the appropriate premium rate.

ARTICLE 9 - EMPLOYER'S BUSINESS

9.01 Employees required to go out of town on the business of the employer shall be paid at the appropriate rate for each day spent out of town plus transportation, meals and lodging in accordance with the Local 416 bylaws.

ARTICLE 10 - PAID HOLIDAYS

10.01 Employees shall be paid the following holidays:

New Years Day	Christmas Eve Day	Easter Monday	Christmas Day Good
Canada Day	Boxing Day	Labour Day	Friday Thanksgiving Day
Remembrance Day	Civic Holiday	Victoria Day	(3) Floating Holidays
Family Day	Truth and Reconciliation Day		

(a) All days falling between Christmas and New Years Day (see Appendix B) and such other holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities.

10.02 Pay for work performed on such holidays shall be at the premium rates as set out in Article 5.03, in addition to the holiday pay set out in Article 10.01 above.

10.03 If such holiday, except Remembrance Day, falls on a day which is not a regular working day, the first work day thereafter shall be considered the holiday. Remembrance Day shall only be considered the holiday during a regularly scheduled work week.

ARTICLE 11 - VACATIONS

11.01 Employees shall be entitled to vacation in accordance with length of service. The increase in an employee's allocation shall be effective on the employee's anniversary date:

Less than one (1) year of service -	1 $\frac{1}{4}$ days per month
Upon one (1) year of service	3 weeks vacation
Upon four (4) years of service	4 weeks vacation
Upon twelve years of service	5 weeks vacation
Upon twenty years of service	6 weeks vacation

11.01 (a) All employees to be granted an additional three (3) lieu days per year on their anniversary date.

11.02 Illness During Vacation

When an employee on a scheduled period of vacation is ill and/or is hospitalized for three (3) or more days as a result of serious illness or accident, such employee shall be entitled to claim sick leave in lieu of vacation for such days, provided the employee shows proof through a Doctor's certificate upon return.

11.03 When an employee's employment comes to an end, there shall be a reconciliation of vacation. The employee shall be entitled to payment for vacation days earned but not used. The employer shall be entitled to recover the overpayment of vacation days used but not earned. Reimbursement may be taken by deduction from the employee's final pay cheque.

11.04 Permission should be requested in writing and granted in writing if approved by the Employer to carry over vacation credits to the following year.

11.05 An employee who is absent due to illness or disability and who has used all his or her paid sick credits, shall be permitted to use any unused vacation credits.

ARTICLE 12 - ELECTIONS/JOB SECURITY

12.01 Elections

It shall be understood that the employee will not do any work with regard to the Campaign for the elections of Officers to the Executive Board of Local 416 or any elections within the structure of the Canadian Union of Public Employees.

12.02 Job Security

No employee shall lose his/her job solely as a result of a change in Union Officers. The

Employer will acquaint new Union Officers with the provisions in this Collective Agreement. Employees will not be subject to discrimination by the Employer or his/her agents for activities related to his/her duties on behalf of the Union.

12.03 It is agreed that the Employer shall inform and discuss thoroughly with the Union of any intent to alter, change or otherwise modify any existing classification or job duties. It is further agreed that the Employer shall discuss with the Union any impact on staffing that future mergers or moving any of the current offices may have.

ARTICLE 13 - GRIEVANCE AND ARBITRATION

13.01 Any employee having a grievance must inform the Employer within five (5) working days of the circumstances giving rise to the grievance. If the situation is unresolved, the Union must file a written grievance within a further ten (10) working days.

13.02 Either party may file a grievance with respect to any difference or dispute which may arise with regard to the meaning, interpretation, application or alleged violation of this Agreement. The duly authorized representatives of both parties shall meet and shall attempt to resolve such a grievance.

13.03 If the parties are unable to resolve a grievance within two (2) weeks of the date it is filed, either party may refer the grievance to arbitration, and such referral must occur within a further ten (10) working days. The parties shall endeavour to agree on a single Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties hereto. The compensation of the Arbitrator shall be borne equally by the Employer and the Union. If the two (2) cannot agree on an Arbitrator, the Minister of Labour for the Province of Ontario shall be asked to appoint.

13.04 Where an Arbitrator finds that the Employer has violated the Agreement and such violation has resulted in loss of earnings for the employee(s) concerned, such Arbitrator shall have the power to dispose of any discharge of grievance by an arrangement which he/she deems just and equitable.

13.05 The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.

13.06 Time limits maybe extended by mutual agreement of the parties.

ARTICLE 14 - DISCHARGE AND DISCIPLINARY ACTION

14.01 The Employer shall not discipline an employee without prior warning unless circumstances justify immediate discharge.

14.02 In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the grievance and arbitration procedure in Article 13.

14.03 No employee shall be disciplined or discharged without just cause.

14.04 An employee's file shall be purged of all prior disciplinary notations when the employee has received no written discipline for twenty-four (24) months.

14.05 Employees shall be entitled to union representation in any meetings with the Employer, at which discipline is to be imposed. The Employer shall provide the employee a reasonable opportunity to arrange for Union representation.

14.06 The Union representative shall receive a copy of all correspondence relating to discharge\discipline.

ARTICLE 15 - ACCESS TO PERSONNEL RECORDS

15.01 An employee shall have the right to have access to and review his or her personnel record. No document which is disciplinary in nature shall be put in an employee's disciplinary record without the employee's prior knowledge. An employee shall have the right to make copies of any material contained in his or her personnel record. The Office Manager shall be the only person having employees' personal files on his/her possession.

ARTICLE 16 - NO STRIKES OR LOCK-OUTS-PICKET LINE

16.01 There shall be no strikes on the part of the Union nor lock-outs on the part of the Employer during the lifetime of this Agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized by the Local or the International or National Union concerned.

In the event that any members/affiliates of the Employer, other than those covered by this Agreement, engage in a strike, or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 17 - NO DISCRIMINATION

17.01 The Employer and the Union will work together to promote a working environment for employees that is free from discrimination and harassment.

17.02 There shall be no discrimination either by the Employer or the Union against any employee by reason of his/her activity or lack of activity, past, present and/or future with respect to membership in the Union.

17.03 There shall be no discrimination either by the Employer or the Union against any employee because of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, same-sex partnership status, family status, handicap or political affiliation. The definitions and defences of the Human Rights Code shall apply.

17.04 There shall be no personal harassment of any employee by either by the Employer, its members or the Union. Personal harassment is defined as improper conduct which is offensive to an employee and which the perpetrator knows or ought reasonably to know would be inappropriate or objectionable. This does not include the supervision of an employee in the normal course.

17.05 An employee may file a complaint under this article with a member of the Executive Committee and await a response prior to invoking the grievance procedure.

ARTICLE 18 - RIGHTS AND PRIVILEGES

18.01 Any rights and privileges at present enjoyed by employees or mutually agreed upon hereafter shall remain unchanged during the life of this Agreement.

Protective Clothing

Any employee who is required to use reproduction or duplicating machines will be supplied with a smock or other protective clothing at the expense of the Employer to be used if so desired.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The Employer shall make all reasonable provisions for the safety and health of

employees during working hours. The Union may, from time to time, bring to the attention of the Employer, any suggestions for improvements in conditions of work.

19.02 The Union and the Employer will recognize a Health and Safety committee comprised of one (1) representative from the Employer and one (1) from the Union to meet bimonthly or upon request of either party.

ARTICLE 20 - UNION LABELS

20.01 All typewritten, mimeographed, ditto work in the office of the Employer shall bear the Local 343 COPE union label, if such work was performed by a member of the Union.

ARTICLE 21 - SICK LEAVE

21.01 Sick leave credits shall be accumulated at the rate of one and one-half (1 ½) days per month.

21.02 (a) Upon termination of his/her employment with Local 416 there shall be paid to every employee who resigns such employment, except where such resignation has been requested as an alternative to discharge, a separation gratuity to one-half (½) of the cumulative sick pay credit of the employee, but in no case shall such amount exceed the aggregate amount of his/her salary or other remuneration of the period set forth in column 2 of the schedule contained in sub clause (b) hereof corresponding to service requirement set forth in column 1 thereof. This clause shall apply only to employees hired before April 22, 2005.

(b) Payment of Cumulative Sick Pay Credit Grants:

5 years and less than 10 years	3 calendar months
10 years and less than 15 years	4 calendar months
15 years and less than 20 years	5 calendar months
20 years and less than 25 years	6 calendar months

(c) That for the purpose of meeting the service requirements described in sub-clause

(b) the following shall be included:

(i) All time worked at Local 416;

- (ii) All time lost on account of absence for reason of illness where the employee was paid for such absence;
- (iii) All time lost on account of absence for reasons of illness where the employee was not paid for such absence but it was considered as being on sick leave.

(d) Every employee who retires at age sixty (60) or older from employment with Local 416 or as a result of having become incapable through illness or disability of efficiently discharging his/her duties, shall receive the whole or part of such amount as is equal to the cumulative sick pay credit of that employee, but in no case shall such amount exceed the aggregate amount of his/her salary or other remuneration for the period set forth in column 2 of the schedule contained in sub clause (b) hereof corresponding to the service requirement set forth in column 1 thereof. There may be paid to one or more dependents of an employee who dies during employment the above benefit.

(e) An employee who is eligible for a payment to retire shall have the option of taking his or her cumulative sick pay credit calculated in accordance with Article 21.02 b) as vacation time prior to his or her retirement.

(f) An employee who is eligible for a payment pursuant to Article 21.02 d) shall not be eligible for a payment pursuant to Article 20.02 a).

21.03 Dependent Leave

The employee shall be entitled to use up to eight (8) days of their accumulated sick time, per calendar year, to care for an ill family member. All sick time actually used shall be deducted from the employee's sick bank. Family shall be defined as per Article 4.02.

ARTICLE 22 - BENEFITS

22.01 The Employer shall pay full coverage for each employee under the Ontario Hospital Service Commission Plan.

22.02 The Employer agrees to pay the applicable premium rate for all employees in the COPE 343 drug, extended health care and dental plans to O.D.A. schedule.

Employees working less than full-time may elect to enroll in the benefits plans, but shall pay a pro-rated portion of the premiums.

22.03 The Employer agrees to pay one hundred percent (100%) of the premium for the COPE 343 Life Insurance, LTD and ADD plan.

22.04 The employee shall pay his/her share of CPP.

22.05 WSIB Supplementation - An employee prevented from performing his/her regular work with the Employer on account of an accident arising out of and in the course of employment with Local 416 and that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, shall receive from the Employer the difference between the amount payable by WSIB and his/her net salary, from the sick bank. Sick leave which is accrued to an employee's credit will be used to cover the period prior to commencement to WSIB benefits. Any overpayment shall be recovered by the Employer.

22.06 The Employer and the Union agree that each employee covered under this Collective Agreement shall receive five hundred dollars (\$500.00) per month to be deposited into an RRSP of the employee's choice.

Employees with more than fifteen (15) years of service shall receive six hundred and fifty dollars (\$650.00) per month to be deposited into an RRSP of the employee's choice.

Employees with more than twenty five (25) years of service shall receive eight hundred and fifty dollars (\$850.00) per month to be deposited into an RRSP of the employee's choice.

22.07 The Union and the Employer will meet and discuss during the life of this agreement the possibility of entering into the Multi-Sector Pension Plan.

ARTICLE 23 - EQUAL PAY FOR EQUAL WORK

23.01 When two (2) or more employees are engaged in similar type of work and the rate of one (1) employee is higher than for the others, then such employee shall be paid at the same rate as the others.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 Definition

Technological change means any change in electronic data processing equipment or computer equipment.

24.02 Advance Notice

When the is considering the introduction of technological change, the Employer agrees to notify the Union and the employees as far in advance as possible of their intentions and to update the information provided as new developments arise and modifications are made, including a description of any project it intends to carry out.

24.03 Guaranteed Employment

No regular employee shall be dismissed or have their regular working hours reduced by the Employer because of technological change.

24.04 Income Protection

No employee shall suffer a reduction in basic earnings due to technological change.

24.05 Training

Training shall be provided during the hours of work, whenever possible. If training occurs outside of working hours, it shall be considered as time worked and shall be subject to the terms of Article 5, Sections 5.02 and 5.03. There shall be no reduction in wages or salary during the training period.

24.06 The Employer guarantees that prior to implementing any technological change, that a mutual agreement with the Union will be reached with regard to working conditions and Health and Safety.

24.07 Electronic Monitoring, Surveillance and Employee Confidentiality

Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of employees.

Surveillance cameras, any technology or systems capable of monitoring employees or their work and any other related equipment shall not be used in employee occupied areas without the knowledge of employees in the area.

ARTICLE 25 - SEVERANCE PAY

25.01 An employee with two (2) or more years of service shall be entitled to severance pay upon termination of employment by the Employer (except for just cause) or upon retirement at age sixty (60) or over. Severance shall be equal to one (1) week's

pay per year of service, pro-rated for any part year. Such amount to be calculated at the rate of pay in effect at time of termination of employment.

ARTICLE 26 - VDT LANGUAGE

26.01 The Employer recognizes the importance of taking precautions to ensure that the employees who use Visual Display Terminals (VDT's) in their work are protected from any risk to their health.

ARTICLE 27 - SUCCESSOR RIGHTS

27.01 Should the Employer merge, amalgamate or combine any of its departmental operations or functions with another organization, the Employer, through whatever merger Agreement might be involved, agrees that all benefits and conditions of employment held by all shall be integrated and shall not be adversely affected.

ARTICLE 28 - TERMINATION

28.01 This Agreement shall be effective from July 1, 2021 and remain in effect until June 30, 2025, and shall be automatically renewed from year to year unless either party within sixty (60) days of expiry date gives written notice of revision.

Signed on behalf of:

TORONTO CIVIC EMPLOYEES
UNION, LOCAL 416 CUPE

Signed on behalf of:

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES' UNION, LOCAL 343

cope343

APPENDIX “A”

The following is based on a thirty five (35) hour work week.

Hourly:

	Upon ratification (Year 1)	July 1, 2022 (Year 2)	July 1, 2023 (Year 3)	July 1, 2024 (Year 4)
Secretary, Secretary/ Receptionist & Secretary/Bookkeeper	\$39.49	\$40.58	\$41.70	\$42.95

\$38.43 at July 1, 2020

APPENDIX“B”

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
23	24	25	26	27	28	29	30	31	1	2	3						
	23	24	25	26	27	28	29	30	31	1	2	3					
		23	24	25	26	27	28	29	30	31	1	2	3				
			23	24	25	26	27	28	29	30	31	1	2	3			
				23	24	25	26	27	28	29	30	31	1	2	3		
					23	24	25	26	27	28	29	30	31	1	2	3	
					23	24	25	26	27	28	29	30	31	1	2	3	
					22	23	24	25	26	27	28	29	30	31	1	2	3

APPENDIX C

Work from Home Language

Remote work (work from home) is a work option that permits staff to perform duties and responsibilities at a location other than the employer's worksite. Staff may or may not opt in to the remote work, as working from home is voluntary. The type of work that may be done as work from home, will include all classifications, save and except for receptionist duties and some bookkeeping duties. The employee's position must be such that the majority of their duties may be effectively performed at a site other than the traditional office of Local 416. The ability of staff to work from home effectively will be evaluated regularly.

Working from home shall not change employment status, hours of work, compensation, benefits or any other term or condition of employment contained in the collective agreement. It is recognized that it is the Employer's sole discretion over who can work from home.

- There shall be no arbitrary selection, and working from home participation will depend on classification, the ability to effectively perform your duties, work performance and will be seniority-based.
- In the event of work from home disruptions (e.g. power outage), the employee shall not incur loss of wages due to circumstances beyond their control.
- Security and privacy standards and expectations are to be adhered to while working from home.
- Cost and maintenance of work equipment shall be provided by the Employer. The employer is responsible for the maintenance and/or replacement of equipment and materials. The employer maintains ownership of all equipment provided for home use.
- There will be a one time yearly out of pocket expense of \$500.00 per year paid on July 1st, to each employee working from home, to assist in covering expenses related to working from home.
- Working from home will be reviewed at least once per year or as needed to establish continuation of the program. Either party may provide (30) days' notice to discuss terminating the arrangement if there are issues related to the performance of any or all employees.

This schedule must be strictly adhered to and will for all intents and purposes be your regular work schedule. All hours not in the office are to be spent working remotely, including being available during regular work hours for call ins if needed. Any leaves must be recorded (vacation, sick, ill dependent etc.) **and include any circumstance where you cannot be available to attend the workplace** on any given day, if necessary.

COPE STAFF SCHEDULE - EFFECTIVE JUNE 19, 2023

WEEK 1				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Noreen	Joanne Denise *	Noreen Dawn *	Joanne	Noreen Amanda*
WEEK 2				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Joanne	Noreen Denise *	Joanne Dawn *	Noreen	Joanne Amanda*

** plus one additional day as needed*

NOTE: All scheduled dates will make up your regular schedule as per the Remote Work pilot project.
To be reviewed in September 2023.

HOURS: As pre-Covid:	Joanne, Noreen, Amanda	8:00 a.m. - 4:00 p.m.
	Dawn, Denise	6:00 a.m. - 2:00 p.m.

Vacation time must be pre-approved and cannot be "one offs" on a regular basis, in order to maintain staffing levels.

LETTER OF UNDERSTANDING #1

Re: Ena O'Brien

Upon the retirement of Ena O'Brien the full time position will be reduced to a part-time position with the following terms and conditions:

1. That Ena O'Brien be the incumbent filling the part-time position.
2. Benefits shall be pro-rated based on the hours of work.
3. Scheduled hours of work shall be fixed and mutually agreed.
4. In the event Ena retires, this Letter of Understanding shall be null and void.

Signed on behalf of:

TORONTO CIVIC EMPLOYEES
UNION, LOCAL 416 CUPE

Signed on behalf of:


CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES' UNION, LOCAL 343


Memorandum of Agreement
between
Toronto Civic Employees' Union, CUPE Local 416
and
COPE Local 343

The parties agree to the following process on a without prejudice and without precedent basis on the terms set out below:

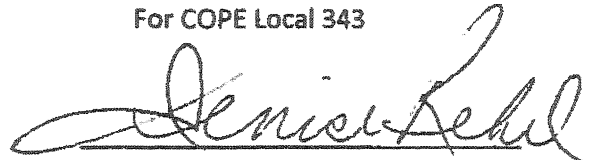
1. The parties agree to implement a four (4) day work week Pilot Project.
2. The parties will introduce a Running Lunch.
3. All time off will be based on a one day and a quarter rate (ie. vacation, sick time).
4. The two most senior full time employees will be offered this Pilot first. If not accepted, this will be offered to the next senior full time employee.

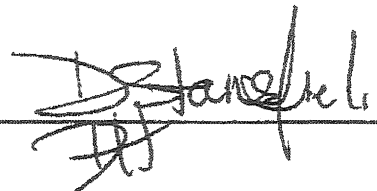
For Toronto Civic Employees' Union





For COPE Local 343





Mary Stalder

Date: Mar. 7 19_____

dr/cope343