

COLLECTIVE AGREEMENT

- between -

THE TORONTO POLICE ASSOCIATION

(hereinafter referred to as the “Employer”)

- and -

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

(hereinafter referred to as the “Union”)

January 1, 2019 to December 31, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (a) to improve relations between the Employer and the Union and provide settled and just conditions of employment;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service;
- (c) to encourage efficiency in operations; and
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Employer has the exclusive rights to manage its business, to control the direction of the staff, including the right to plan, direct and control the operations, hire, lay-off, suspend, discharge or otherwise discipline employees for just cause. The right to establish and maintain reasonable rules and regulations is vested with the Employer.

2.02 The Employer has the right to introduce new or improved methods of operations, handling methods or facilities. The Union will be given advance notice of any such changes and discussions will take place between the parties before introduction of any changes. The Employer further agrees that insofar as is practicable, there will be no loss of employment because of the changes in operations.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes Canadian Office and Professional Employees Union, Local 343, as the sole and exclusive bargaining agent for all of its employees save and except Office Administrator, Financial Controller, Senior Accountant, Legal Counsel, Training and Education Co-Ordinator, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which conflicts with the terms of this collective agreement.

3.03 Right of Fair Representation

The Union shall have the right, at any time with prior permission, to have the assistance of representatives of the Canadian Office and Professional Employees Union, Local 343, or any other advisors when dealing or negotiating with the Employer.

Such representative(s)/Advisor(s) shall have access to the Employer's premises with prior permission in order to deal with any matter arising out of this collective agreement. Such prior permission shall not be unreasonably withheld.

3.04 Job Titles

It is agreed through the Job Evaluation process that job titles shall be as follows:

Executive Assistant to the President	Executive Assistant to the Vice President
Executive Assistant to Uniform Services	Executive Assistant to Civilian Services
Executive Assistant to Director Member Benefits	Executive Assistant to Legal Services
Intermediate Accountant	Member Benefits Coordinator
Member Information Services Coordinator	Reception

ARTICLE 4 - HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of apolitical affiliation or activity, or by reason of membership or activity in the Union.

4.02 Human Rights Code

Any claim by an employee or the Union pertaining to a violation of the *Human Rights Code*, or the *Employment Standards Act, 2000* or any other Ontario labour relations legislation may be the subject of a grievance.

4.03 Personal Rights

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be required to do personal business for a supervisor which is not connected with the operation of the Employer.

4.04 Sexual Harassment

- (a) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee.

Every person has a right to be free from:

- (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (ii) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

- (b) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- (c) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- (d) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (e) No information relating to the grievor's personal background, lifestyle or mode of dress outside of the office will be admissible during the grievance or arbitration process.
- (f) The Employer recognizes the principle that it is its responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitrator will have the additional power to levy a penalty on the Employer.

4.05 Workplace Harassment

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker that is known or ought reasonably to be known to be unwelcome.

The Employer agrees to develop jointly with the Union, a policy against personal harassment and violence and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of personal harassment and violence in staff or management training sessions.

Violence

“Workplace violence” means,

- a) the exercise of physical force by a person against a worker in a workplace that causes or could cause physical injury to the worker,
- b) an attempt to exercise physical force against a worker in a workplace that could cause physical injury to the worker.

Cases of personal harassment or violence shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

The Employer recognizes the principle that it is its responsibility to maintain a harassment and violence free workplace and to comply with the provisions of Bill 168.

4.06 Video Surveillance

Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises from theft, and/or to enhance the personal safety of members and employees of the Toronto Police Association.

Surveillance cameras and related equipment shall not be used in employee occupied areas during normal working hours without the knowledge of the employees in the area and of COPE Local 343.

The Employer shall not be allowed to use surveillance cameras to monitor the work of employees and no information obtained through the use of this equipment shall be used against employees at any time unless such information constitutes evidence of criminal acts.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All employees shall, as a condition of employment, become and remain members of the Union in good standing according to the Constitution and By-laws of the Union within thirty (30) days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names of employees from whose wages the deductions have been made and shall indicate any changes of status.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

6.04 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

6.05 Interviewing Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward. In the event there is no Union Steward, the new employee will be provided with the name and phone number of the Union Staff Representative. The Union Steward or a bargaining unit co-worker designated by the Union Staff Representative shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE

7.01 Establishment of Committee

A Labour-Management Committee shall be appointed consisting of two representatives from the Union and two representatives from the Employer. The committee shall meet on request of either party for the purpose of discussing all matters of mutual concern. The committee shall have the power to make recommendations to the Union and to the Employer. Time spent in carrying out the functions of the committee shall be considered to be time worked.

ARTICLE 8 - LABOUR-MANAGEMENT BARGAINING RELATIONS

8.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of three (3) members representing the COPE members. The Union will advise the Employer in writing of the Union members of the Committee.

8.02 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

8.03 Technical Information

The Employer shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit:

- (a) It is agreed by both parties to accept the amended job descriptions resulting from the Job Evaluation process.
- (b) Information relating to salaries, medical and dental benefits, AD&D (Accidental Death and Dismemberment) benefits, LTD (Long Term Disability) benefits, life insurance and defined contribution plan (registered pension plan).

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Union may assist any employee which the Union represents in presenting a grievance in accordance with the grievance procedure.

9.02 Names of Union Stewards

The Union shall notify the Employer in writing of the name of each Union Steward and the department(s) they represent. It is further agreed that the Union Stewards shall be permitted reasonable time on the job to deal with grievances without loss of pay or benefits from the Employer. For purposes of Article 9, if there is no Union Steward the employee may be represented by a bargaining unit co-worker of their choosing.

9.03 Definition of Grievance

A grievance shall be defined as any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement.

9.04 Settling of Grievances

A concerted effort by all parties must be made to settle grievances fairly and promptly in the following manner:

Step 1 The employee concerned may, within ten (10) days of the occurrence giving rise to the grievance, in the presence of their steward, submit a grievance to the Supervisor who shall reply within five (5) working days after the grievance was submitted.

Step 2 Failing satisfactory settlement at Step 1, the Union may within ten (10) days submit the grievance in writing to the Office Administrator, or if there is no Office Administrator, to the Vice-President, who shall meet to discuss the grievance with the Grievor, the Steward and the Union Representative, if necessary. The Office Administrator or vice-president shall render their decision in writing within five (5) working days after the meeting.

Step 3 Failing satisfactory settlement at Step 2, the Union may within fifteen (15) days ask that the grievance be referred to a Mediation Officer who will endeavour to resolve the dispute between the Union and the Employer. Upon mutual agreement of both the Union and Employer Step 3 may be waived.

Step 4 Failing a satisfactory settlement being reached in Step 3, the Union may within twenty (20) days refer the dispute to arbitration.

When a grievance is referred by either party to arbitration it is agreed legal counsel shall not be used at the hearing, except when one of the parties gives written notice to the other party sixty (60) days prior to the first hearing date that they will be using legal counsel.

9.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

9.06 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

9.07 Employer May Institute Grievances

The Employer shall have the right to originate a grievance and to seek adjustment with the Union in a manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

9.08 Replies in Writing

Grievances and replies to grievances stating reasons shall be in writing at all stages.

ARTICLE 10 - ARBITRATION

10.01 Referral to Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, indicating the name of its proposed Arbitrator.

10.02 Failure to Appoint

If the parties are unable to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon request of either party.

10.03 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which the Arbitrator deems just and equitable.

10.04 Disagreement on Decision

Should the parties disagree as to the interpretation of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

10.05 Costs of the Arbitration

Each party shall pay one-half of the fees and expenses of the Arbitrator.

10.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. It is mandatory for a grievance under Article 9.04 to be filed within ten (10) business days of the occurrence giving rise to the grievance but all other time limits of this agreement are not mandatory but merely discretionary.

10.07 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Principal of Innocence

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed.

11.02 Discipline Procedure

The employee shall be notified in writing by the Employer of the reason, grounds for action, and/or penalty.

11.03 Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies as long as such action is on the employee's own time.

11.04 Right to Have Union Steward Present

An employee shall have the right to have their Union Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Union Steward to be present at the interview. If there is no Union Steward, the employee may be represented by a bargaining unit co-worker of their choosing.

11.05 Personnel Records

An employee shall have the right on an annual basis to have access to and review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to be provided with copies of any material contained in their personnel record.

ARTICLE 12 - SENIORITY**12.01 Seniority**

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.
- (b) Part-time employees hired after the signing of this Agreement shall have their seniority calculated on a pro rata basis for the purpose of layoff and recall.
- (c) The Employer agrees that there shall not be more than two (2) part-time employees working at any given time.

12.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list will be distributed to all employees in January of each year.

12.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first six (6) months of their employment. The employee shall be entitled to all rights and benefits of this Agreement after the successful completion of the probationary period and seniority shall be effective from the original date of employment.

Notwithstanding the foregoing, probationary employees defined as permanent full time will be entitled to statutory holiday pay.

12.04 Loss of Seniority

An employee shall not lose seniority if the employee is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.

An employee shall only lose their seniority in the event:

- (a) The employee is discharged for just cause and is not reinstated;
- (b) The employee fails to return to work within eight (8) working days following recall from a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid-off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall.
- (c) The employee voluntarily resigns and does not rescind such resignation within two (2) working days.
- (d) The employee is absent without leave for six consecutive months.

12.05 Transfer and Seniority Outside Bargaining Unit

The successful applicant from within the bargaining unit to a position inside or outside the bargaining unit shall be placed on a trial period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent on the conclusion of the trial period. If the employee proves unsatisfactory in the position during the trial period, or if the employee so requests during the trial period, the employee shall be returned to their former position without loss of seniority, previous wage or salary rate, and any other employee who, in the meantime, had been transferred as a consequence of the transfer of the original successful applicant, shall likewise be returned to their previous position, without loss of seniority, previous wage or salary rate.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

Where a job vacancy occurs or a new job is created, notice shall be posted within thirty (30) working days for a minimum of one (1) week and a copy of the notice shall be sent to the Union.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All Job Postings shall state: "This position is open to male and female applicants".

13.03 Role of Seniority in Promotions, Transfers, and Staff Changes

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that appointment shall be made of the applicant having the demonstrated ability and greatest seniority.

13.04 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each internal applicant. Upon request of an unsuccessful internal applicant or of the Union with written consent of the unsuccessful internal applicant, the Employer shall advise the applicant why they were not successful.

13.05 On the Job Training

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

13.06 Promotions

Whenever an employee is promoted to a position assigned a class level one or more steps above the level of their former position the starting rate will be the starting rate of the level, or such higher increment in the salary scale for the position as is required to provide an increase of not less than five percent to the employee's hourly rate.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. Employees shall receive as much notice as possible of a lay-off and a minimum of one month's notice.

14.02 Role of Seniority in Lay-Offs

In the event of lay-off, employees shall be laid off in the reverse order of seniority, provided that the senior employee is able to perform the minimum standards as described in the job description.

14.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are able to perform the job as required.

14.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

14.05 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

14.06 (a) In addition to any other entitlements under this Collective Agreement, an employee subject to permanent lay-off shall receive:

- (i) one (1) week of salary for each full year of continuous service with the Employer to a maximum of twenty-six (26) weeks' salary and;
- (ii) hospital and medical benefit coverage for six (6) months following the month of permanent lay-off.
- (iii) permanent lay-off means, but is not limited to, the lay-off of an employee whose position is eliminated as a result of downsizing or restructuring.

(b) An employee who has been permanently laid off and accepts the above severance package shall have no right of recall.

(c) (i) "medical benefit coverage" does not include coverage for elective or cosmetic surgery, and;

(ii) "permanent lay-off" means, but is not limited to, the lay-off of an employee whose position is eliminated as a result of downsizing or restructuring.

14.07 Continuation of Benefits on Lay-off

The Employer agrees to pay the full coverage for all employee benefit plans for employees temporarily laid off for three months or less, provided said benefits are not paid by any other source.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01

- (a) The regular hours of work for the Office Staff shall be seven (7) hours per day, Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m. for a total of thirty-five (35) hours per week with a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.
- (b) Employees shall be granted an unpaid hour for lunch.
- (c) An employee required by proper authority to work beyond the hours outlined above shall be paid at the rate of time and one-half (1½) of the regular rate. Overtime work will start no earlier than 7:00 am. Overtime work will be authorized by the Administrator in advance.
- (d) Any time worked on Saturday or Sunday shall be paid at the rate of one and one-half (1½) times the regular rate.

- (e) Where an employee is requested by their supervisor to forego their lunch period, the employee and their supervisor may agree upon some other period during the day, or the employee shall be credited in the lieu book with one and one-half (1½) hours' time for the unpaid lunch period not taken.

15.02 Callback

An employee called to work on a day which is not a regularly scheduled work day or outside of the regular hours of work shall receive a minimum of three (3) hours pay at the appropriate premium rate. An employee called at home outside the regular hours of work shall receive a minimum of one-half (½) hour's pay per call at the appropriate premium rate, or the actual time spent dealing with the call, at the appropriate rate, whichever is greater.

15.03 Time Off in Lieu of Overtime

All lieu time shall be recorded in the employee's lieu time register. The parties agree that lieu time should be used as soon as practicable after it is accumulated when mutually agreed upon by the employee and the Employer. Lieu time must be authorized by the Administrator. Authorization will not be unreasonable denied.

All lieu time to the credit of any employee which exceeds seventy (70) hours of accumulation on the last day of the month of February, May or August, shall be paid on the pay day nearest the end of the following month, or which exceeds thirty-five (35) hours on the last day of November, shall be paid for before the end of the following month.

An employee, with the concurrence of the Administrator, may request in writing by November 1st that they retain seventy (70) hours in their lieu bank provided that the excess of thirty-five (35) hours be utilized prior to September 10th of the next year. Such request setting out when the excess hours are to be utilized must be approved by the Administrator whose determination will be made by November 15th.

An employee may elect to reduce their lieu time balance to zero on the last day of November of each year.

An employee who has requested that lieu time be reserved rather than paid out in accordance with Article 15.03 cannot thereafter elect to receive a pay-out rather than use up the lieu time.

Vacation credit pursuant to Article 17.0(i) shall not be converted to pay.

15.04 Definitions

For the purpose of Article 15, premium rate shall be defined as time and one-half (½) the regular rate, except as otherwise specified in the collective agreement.

15.05 Compressed Work Week

Further to Article 15, staff participating in a Compressed Work Week will have their hours of work and other related conditions pertinent to the Compressed Work Week governed by the appropriate Schedule appended to this Agreement.

ARTICLE 16 - PAID HOLIDAYS

16.01 The Employer recognizes the following as paid holidays:

	New Year's Day	Civic Holiday	Good Friday	Labour
	Day			
Easter Monday	Thanksgiving Day	Victoria Day	Christmas Day	
Canada Day	Boxing Day	Family Day		

- (a) When any of the above named holidays fall on a Saturday or a Sunday, the Friday preceding or the Monday succeeding such holiday shall be designated by the Employer as the day of observance of such holiday.
- (b) Every employee shall be granted, as additional holidays, three (3) floating holidays per year to be taken at a time mutually agreeable to the employee and the Employer, provided that employees shall not be entitled to any other paid holiday which may, in the ensuing year, be proclaimed by the federal, provincial, or municipal governments.
- (c) Permanent, full-time, employees who are still on probation as outlined in Article 12.03 are entitled to paid holiday pay.

16.02 Compensation for Paid Holidays

- (a) **Holiday on Scheduled Day Off**
An employee who is on a scheduled day off when a paid holiday is observed shall have seven (7) hours credited to their lieu time register.
- (b) **Holiday on Scheduled Day of Work but not Worked**
An employee who would normally be scheduled for duty on the day that a holiday is observed but is not assigned for duty because of the holiday, shall receive a lieu time credit of seven (7) hours for the holiday.
- (c) **Holiday on Scheduled Day of Work and Worked**
An employee who is scheduled for duty on the day that a holiday is observed and works on that day, shall receive seven (7) hours pay for the holiday and in addition, shall receive pay or lieu time calculated at the rate of one and one-half (1½) times their rate of pay for all hours worked on such day. However, if the employee is required to work on Christmas Day or New Year’s Day, the employee shall receive pay or lieu time calculated at the rate of two and one half times (2½) their rate of pay for all hours worked on such day, plus another day off with pay.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Vacation requests must be made by November for the following year. Vacation must be authorized by the Administrator. Authorization will not be unreasonably denied.

- (a) An employee shall be eligible for vacation on the following basis:
 - (i) following the completion of one year of service - three weeks' vacation;
 - (ii) following the completion of nine years of service - four weeks' vacation;
 - (iii) following the completion of fifteen years of service - five weeks' vacation;
 - (iv) following the completion of twenty-one years of service - six weeks' vacation
 - (v) following the completion of twenty-seven years of service - seven weeks
- (b) An employee who is qualified for three weeks' vacation entitlement under Clause 17.01(a) shall thereafter as of January 1st of each year be entitled to receive vacation for which they will be eligible during the year provided that in any year such employee ceases employment with the Employer prior to the employee's anniversary date (other than by retirement on pension) the employee's vacation pay will be readjusted on the basis of the amount of time employed in the twelve months prior to such anniversary date in accordance with clause 17.01(a).
- (c) For the purpose of determining entitlement in Clause 17.01(a), absence without pay in excess of forty (40) work days in a calendar year shall reduce the vacation entitlement. The entitlement will be the result of a fraction of the days paid over the normal work days in a calendar year times the vacation entitlement provided in Clause 17.01(a) rounded to the nearest full day. This article shall not apply to reduce the vacation entitlement of an employee who takes pregnancy and/or parental leave under Article 19.05.
- (d) The vacation pay provisions of this article shall be no less than vacation pay provisions of the *Employment Standards Act, 2000* of Ontario. For the purpose of this Clause, the vacation payment provisions of the *Employment Standards Act, 2000* shall be calculated on a calendar year basis.
- (e) Where an employee leaves after their anniversary date in that calendar year and prior to receiving their vacation entitlement, such employee shall be given vacation pay on account of such service in accordance with Article 17.01(a).
- (f) Where an employee leaves employment prior to their anniversary date, such employee shall be entitled to receive vacation pay for the period of service between their previous anniversary date and the date employment ceases on the following basis:

- (i) if less than one year's service on the date of leaving, one day's pay for each completed thirty-six (36) calendar day period of service;
 - (ii) if entitled to two weeks vacation on the previous anniversary date, one day's pay for each completed thirty-six (36) calendar day period of service;
 - (iii) if entitled to three weeks vacation on the previous anniversary date, one day's pay for each completed twenty-four (24) calendar day period of service;
 - (iv) if entitled to four weeks vacation on the previous anniversary date, one day's pay for each completed eighteen (18) calendar day period of service;
 - (v) if entitled to five weeks vacation on the previous anniversary date, one day's pay for each completed fourteen (14) calendar day period of service;
 - (vi) if entitled to six weeks vacation on the previous anniversary date, one day's pay for each completed twelve (12) calendar day period of service.
- (g) If an employee dies prior to their anniversary date, such employee shall have paid to their estate an amount equivalent to the appropriate pro-rata entitlement under (i), (ii), (iii), (iv), (v) or (vi) of paragraph (f) above.
- (h) Any amount of vacation overpayment shall be deducted from any monies owing to the employee or their estate.
- (i) An employee who retires on pension shall, in the calendar year in which the employee retires, be entitled to the vacation benefits set out below in lieu of the provisions of 17.01 (e) and (f) above.
- (i) The vacation benefit to which the employee's years of service entitle them according to the schedule set out in Clause 17.01 (a) and for that purpose the employee's years of service shall be calculated to the employee's anniversary date in the year of retirement regardless of whether they retires before or after the anniversary date.
 - (ii) In addition to the vacation benefit specified in sub-clause (i) above, a vacation accrual based on the pro-rata formula set out in clause 17.01(f) provided, however, that such accrual shall be calculated from January 1st of the employee's retirement year to the date of retirement.

The benefits provided in (i) and (ii) above shall be granted as pay or time off at the discretion of the Employer.

- (j) Every employee who is entitled to three weeks vacation or more shall be allowed to convert, by March 31st of the year in which the vacation entitlement is to be taken, one week of vacation to lieu time.

- (k) Vacations will be taken in periods of not less than one week duration unless by special permission of the Office Administrator or, if there is no Office Administrator, by the Vice-President. All vacations will be utilized within the calendar year that they are due.

(l) Any employee who is hospitalized or confined to their residence as a result of an illness or injury at the time of commencement of their scheduled vacation shall have their vacation rescheduled, provided the vacation as rescheduled shall be taken at a mutually acceptable time prior to December 31st of that year. In the event the employee does not return from sick leave prior to the said period, the sick leave will be interrupted in order that the vacation may be completed prior to December 31st.

17.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed by the employee and the Employer.

17.03 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

17.04 Vacation draw

Vacations for peak holiday periods will be awarded by vacation draw. For the purposes of this article, peak holiday periods include the periods between December 20 and January 5, March Break and June 15 to September 15.

For periods other than peak periods, vacation will be awarded based on seniority.

Vacation draws for the summer period will be for a period of one (1) or more consecutive weeks starting with the most senior staff member. Once that person has submitted their first draw request the second most senior person makes their first draw request until every bargaining unit member has chosen their "first" draw. Then the most senior staff member chooses their second draw request followed by the second most senior member drawing their second draw request.

Draws must be for one (1) or more consecutive weeks.

For Christmas holidays and for March break, the draw will be for the entire period. Employees will draw beginning with the most senior employee who wants to participate until all available vacation spots are drawn.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act, 1997*.

18.02 Amount of Paid Sick Leave

- (a) As soon as the employee has successfully completed their probationary period, every employee shall be credited with one and one-half (1½) days sick pay credits for each month of service, and thereafter shall be credited with one and one-half (1½) days of sick pay credits, on the first day of the succeeding calendar month for each unbroken month of service with the Employer. Such sick pay credits shall be cumulative.
- (b) An employee shall not be entitled to receive sick pay in advance of any credit they may earn in the current month; such credit becomes available only on and after the first day of the following month.
- (c) Each employee on the first of the month following successful completion of their probationary period shall be eligible to receive sick pay at full salary, for any time lost by reason of illness or injury in the full extent of sick pay credits available to the employee at the time of each absence except where an award is made under the *Workplace Safety and Insurance Act, 1997*.
- (d) For those hired on or before January 1, 2016 there shall be paid:
 - (i) to every employee who has been in the employ of the Employer for an aggregate period of at least ten (10) years, upon the termination of employment, and;
 - (ii) to the dependent(s) of an employee who dies while in the employment of the Employer;

the whole part of such amount as is equal to one-half the cumulative sick pay credits of the member, but in no case shall such amount exceed the aggregate amount of the employee's salary or other remuneration for the period set forth in Column 2 of the Schedule contained herein, corresponding to the service requirements set forth in Column 1 thereof. The following is the schedule hereinbefore mentioned:

Service Requirement	Period
At least 10 years and less than 15 years	Three calendar months
At least 15 years and less than 20 years	Four Calendar Months
At least 20 years and less than 25 years	Five Calendar months
At least 25 years and less than 30 years	Six calendar months
At least 30 years and less than 32.5 years	Seven calendar months
At least 32.5 years and less than 35 years	Eight calendar months
At least 35 years	Nine calendar months

- (e) For those hired on or before June 10, 2013

Retirement - Where an employee retires at age 55 or greater, they shall be entitled to be paid their then present rate of pay, the amount that is equal to all of their cumulative sick pay credits, provided that every employee who has at least ten (10) years of service shall be entitled to be paid at the employee's then present rate of pay, a minimum amount of cumulative sick pay credits equal to sixty (60) days' pay.

18.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for their future benefit.

18.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than a full day shall be deducted on an hourly basis.

18.05 Proof of Illness

When required by the Employer, an employee shall produce a certificate from a medical practitioner for any illness in excess of three working days, certifying that the employee was unable to carry out their duties due to illness. The Employer will reimburse the cost of the certificate to an amount not exceeding \$40.00.

18.07 Family Sick Leave

Employees may use up to a maximum of eight (8) days per calendar year from their accumulated sick leave bank for absence from work due to the illness or injury of an immediate family member whose usual residence is that of the employee.

ARTICLE 19 - LEAVE OF ABSENCE**19.01 Negotiation Pay Provisions**

Union Stewards shall not suffer any loss of pay or benefits for time involved in negotiations with the Employer.

19.02 Grievance and Arbitration Provisions

Union Stewards shall not suffer any loss of pay or benefits for time involved in grievance and arbitration procedures.

19.03 Leave of Absence for Union Functions

Upon request to the Office Administrator, or, if there is no office administrator, the Vice-President, an employee elected or appointed to represent the Union at conventions may be allowed leave of absence with pay and benefits. Such employee shall have the option to appeal any decision of the Office Administrator or Vice-President to the Board of Directors.

19.04 Paid Bereavement Leave

- (a) A leave of absence shall be granted to an employee because of the death of their father, mother, child, spouse, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, step-parent, step-child, or a person standing in loco parentis, and attendance at the funeral. This leave of absence shall be compensated at the employee's regular rate to a maximum of four (4) working days. Such leave may be extended by mutual agreement.

- (b) In lieu of the above, in the case of the death of an employee's father, mother, child, spouse, brother, sister, mother-in-law or father-in-law, should the employee be unable to attend the funeral because of the distance to be travelled or other just cause, such employee on request shall be granted one day off with pay for the purpose of mourning the death.
- (c) An employee shall additionally be permitted time off with pay up to one (1) working day to attend any subsequent Memorial Service that is held on a day not contiguous with a paid leave day under (a) or (b) above.

19.05 Pregnancy and Parental Leave

The provisions and amendments of the *Employment Standards Act, 2000* will govern the granting of pregnancy and parental leave. Employees must have a minimum of one year of seniority to be entitled to top up/supplementary pay.

An employee who is eligible for pregnancy or parental leave in accordance with the *Employment Standards Act, 2000* and who is in receipt of Employment Insurance pregnancy or parental benefits pursuant to the *Employment Insurance Act* will be granted the following:

- (a)
 - (i) For the first two (2) weeks an employee shall receive no salary;
 - (ii) The employee will receive a lump sum payment equivalent to eighty percent (80) of two weeks salary.
- (b) Through a combination of pregnancy and parental leave (17 weeks of pregnancy leave and 18 weeks of parental) an employee who is pregnant shall be entitled to thirty-five (35) weeks' paid leave and seventeen (17) weeks' unpaid leave to a maximum of fifty-two (52) weeks.
- (c) An employee entitled to pregnancy and parental leave under this Article, who provides Employer with proof that she has applied for and is in receipt of Employment insurance benefits pursuant to Sections 18 or 20 of the *Employment Insurance Act*, shall be paid an allowance for up to a maximum of seventeen (17) weeks for pregnancy leave and eighteen (18) weeks for care of child leave/parental leave as follows:

an amount equal to the difference between eighty percent (80%) of the employee's actual rate of pay for the classification which was received on the last day worked prior to the commencement of the pregnancy or care of child leave/parental leave and the sum of the weekly rate of unemployment insurance benefits and any other earnings.

An employee does not have a right to this allowance except for supplementation of E.I. benefits during the unemployment period as specified in this article. Employees must have a minimum of one year's seniority to be entitled to top up/supplementary pay.

Payments made under this Article will be financed by the Employer and a separate accounting will be kept.

The Canada Employment and Immigration Commission will be informed of any changes in this article within thirty (30) days of the effective date of the change.

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 Article.

- (d) An employee receiving pregnancy and parental leave allowance under the Supplementary Unemployment Benefit shall have her benefits coverage continued during the fifty-two (52) week period. In addition, participation in the Group Pension Plan shall be governed by the *Employment Standards Act, 2000*.
- (e) If requested in writing and received at least four (4) weeks prior to the date of expiry of her thirty-five (35) week pregnancy and parental leave an employee shall be granted a leave of absence without pay for up to seventeen (17) weeks.

Lieu time, overtime and vacation time to the credit of any employee at the time the seventeen (17) week leave of absence is granted shall be paid out.

Vacation entitlement upon return from the unpaid seventeen (17) week leave of absence shall be prohibited within the first three (3) months, except by mutual agreement. Any employee who returns from a seventeen (17) week leave of absence without pay under this Article, shall be assigned to a position in the same classification as the position she occupied immediately prior to the leave and paid at the rate in the salary range that she had attained immediately prior to the assignment.

- (f) In order to be entitled to EI top-up employees taking a second or subsequent pregnancy or parental leave must have a minimum of seventeen (17) weeks of service since the end of the prior leave.
- (g) Employees who resign voluntarily and do not return to employment with the Employer following a leave shall repay the top-up amount in full. Employees who return to work following a leave and resign voluntarily after a number of weeks that is less than the number of weeks in respect of which they received top-up from the TPA will repay the top-up amount pro-rated accordingly.

19.06 Procedure Upon Return from Pregnancy and Parental Leave

Two (2) weeks prior to an employee's fifty-second (52nd) week of pregnancy leave/parental leave, she shall provide the Employer with written notice of her date of return. On return from pregnancy/parental leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position of equal rank and at the same rate of pay.

19.07 Special Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

REASON	LEAVE OF ABSENCE
(a)	Employee's Marriage An employee, on application to the Office Administrator, shall be granted one day leave of absence with full pay for the purpose of getting married.
(b) Formal hearing to become a Canadian Citizen	One (1) day.
(c) Serious fire or flood in employee's household	Up to three (3) days
(d) Employee or employee's spouse or dependent's graduation. This leave will apply to any graduation (Grade 8, Grade 12 and post-secondary) of an employee, spouse or dependent provided the graduation occurs during working hours.	One (1) day
(e) For moving employee's principal household residence	Grant one moving day per calendar year (cannot be carried over to following year)
(f) For birth of a child by employee's spouse	One (1) day

19.08 Time Off for Elections

Employees shall be allowed time off for voting in any municipal, provincial or federal election or referendum in accordance with the applicable legislation.

19.09 Paid Jury or Court Witness Duty Leave

(i) The Employer shall grant leave of absence without loss of seniority or benefits to an employee who is required to serve as juror or who is subpoenaed to appear as a witness before a court, tribunal or other body that has the power to issue a subpoena.

(ii) The Employer shall pay an employee the difference between their normal earnings and the payment received for jury service or as a witness fee (excluding payment for traveling, meals or other expenses) proof of which must be provided to the Employer.

(iii) Time spent by employees required to serve as a court witness in any matter arising out of their

employment shall be considered as time worked at the appropriate rate of pay.

19.10 Citizenship Leave

An employee shall be allowed the necessary time off with pay to process their Canadian citizenship application.

19.11 Education Leave and Examination

Upon successful completion of an approved course taken by an employee with at least one year of service with the Employer, the Employer will pay 100% of the tuition fees.

"Approved" shall be deemed to be approved by the Board of Directors.

Should an employee resign within one year of completing the approved course, the employee shall reimburse the Employer for any tuition fees received.

One (1) day off, with pay, shall be granted to study for and write the final examination of the approved course.

19.12 General Leave

The Administrator may grant a leave of absence without pay to an employee provided that:

- (a) the employee has completed six months of service;
- (b) the employee has not had a leave of absence without pay in the immediate preceding calendar year; or,
- (c) the leave of absence, without pay, is not in excess of twenty (20) consecutive working days.

However, on application to the Administrator, the Administrator may grant a leave of absence without pay, for compassionate reasons, under any circumstances that the Administrator may deem proper for a period of not less than five (5) or more than forty (40) working days.

An employee who is away on a leave of absence, without pay, shall have all their benefits continued by the Employer. Upon return to work, the employee shall repay the cost of maintaining their benefits for the period of the leave of absence.

Employees obtaining a leave of absence, without pay, will be assured of their jobs on their return with no loss of seniority.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer shall pay salaries and wages every two weeks for the current week in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The method of payment will be by direct deposit into a financial institution of the employees' choice.

20.02 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

- (a) The Employer and the Union recognize the desirability of fair distribution of opportunities to work, for temporary periods, (for a period not less than one (1) normal working day), in higher classifications amongst employees who are qualified to perform the work.
- (b) Acting Pay - when an employee is assigned to and performs the regular duties of a higher paying position, in accordance with the terms of this agreement, the employee shall be paid the lowest rate of the higher position or an increase of five percent (5%), whichever is greater, for all such time worked.

20.04 Long Service Pay

The Employer will pay to each full-time employee long service pay, in a lump sum on the first pay date in January, for each five years of service and provide a like increase each five years thereafter, based in accordance with the following table:

After 5 years of service	\$325 per year
After 10 years of service	\$475 per year
After 15 years of service	\$625 per year
After 20 years of service	\$775 per year
After 25 years of service	\$925 per year
After 30 years of service	\$1,075 per year
After 35 years of service	\$1,225 per year

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

ARTICLE 22 - INSURED BENEFITS PLANS/GENERAL

22.01 Employee Benefit Plan

The Employer shall pay one hundred percent (100%) of the monthly premium for the benefits described for permanent full-time employees. Permanent part-time employees may elect whether to have the Employer pay (100%) of the monthly premiums for hospital and medical benefits or whether to receive ten percent (10%) of base salary in lieu of benefits.

Temporary full-time employees will be eligible to receive ten percent (10%) of base salary in lieu of benefits.

22.02 Commencement of Coverage

The Policy carries a waiting period provision.

The insurance contracts do not form part of the Collective Agreement.

Employees are eligible for coverage on the first day of the month following the month in which the employee has completed three (3) months of continuous service.

The Employer shall pay one hundred percent (100%) of the monthly premium for the benefits described for permanent full-time employees. Payment of hospital and medical premiums for permanent part time and temporary full-time employees will be paid one hundred percent (100%) by the Employer.

22.03 Benefits Coverage

The outline provides a capsule description of the benefit program. Where the terms of this article and the terms of the insurance contract(s) conflict, the terms of the insurance contract(s) are to be taken as the accurate description of the benefit provided. The Employer will provide all benefit enhancements negotiated and ratified by its members covered under the civilian contract.

LIFE INSURANCE

All permanent, full time employees at the rate two (2) times salary.

LIFE INSURANCE (OPTIONAL)

Employees, at their option, during the open period, may purchase Supplementary Life Insurance, through the current carrier, in blocks of \$25,000.00 to a maximum of \$150,000.00. The employee pays the full premiums for this coverage.

ACCIDENTAL DEATH & DISMEMBERMENT

An additional amount equal to the Life Insurance benefit will be paid in the event of accidental death.

DEPENDENTS GROUP LIFE

Spouse \$25,000.00.

Each child \$10,000.00.

Including A.D.&D.

Benefits for children commence 15 days after birth.

LONG TERM DISABILITY

LTD will be increased by a COLA adjustment of 4% each year. This 4% is subject to defined language.

Amount of benefits is 75% of monthly earnings to a maximum of \$4,000.00.

An amount of Long-Term Disability benefit which is not an integral multiple of \$1.00 will be rounded upwards to the next \$1.00.

Benefits are paid monthly in arrears after an elimination period of 119 days.

Benefits are paid to age 65.

Best Doctor Program

Work Life Member Assistance Program

Dependent Care Benefit

Survivor Benefit

Spouse Disability Benefit

HOSPITAL

Semi-private accommodation.

MEDI-PAK

Refer to 22.12 for retiree coverage.

Deductible per calendar year is \$10.00 for each employee, and \$10.00 for each dependent family. Reimbursement is 100% of insurance charges.

Provision maximum per insured person.

Paramedical \$1000.00 in any calendar year.

Eyeglasses \$450.00 every 24 months.

Vision Care – effective January 1, 2016 – add laser correction to the vision care benefit, i.e. a one-time claim of \$450 towards the cost of laser surgery can be made in any two (2) consecutive year period.

Coverage for HPV, Shingles and Hepatitis A and B vaccines – effective January 1, 2016.

Hospital is the difference between the semi-private room and private room.

Orthotics and smoking cessation shall be covered at 100%.

Reasonable and customary limits will not be applied to any fixed or maximum per visit or per service amount.

DENTAL

Payment in accordance with the current Dental Association Schedule of Fees for General Practitioners.

The current carrier will pay on the basis of each year's new schedule as of the list of the month following the month in which it was received.

There is no deductible applicable.

Reimbursement of Insurance Charges:

Dental 1 - 100%

Dental 2 - 100%

Dental 3 - 80%

Dental 4 - 50%

Maximum benefit payable:

Dental 1 - Unlimited

Dental 2 - Unlimited

Dental 3 - \$2,300. per person per 12 consecutive months

Dental 4 - \$3,000. lifetime maximum per person

Reasonable and customary limits will not be applied to any fixed or maximum per visit or per service amount.

CHANGES

Changes in coverage due to changes in dependency status will only take effect if the current carrier is advised of the change. Each employee's certificate of insurance outlines the coverage which is applicable to that employee. It should be checked to make sure the coverage is correct. An employee must be actively at work in order for their insurance to increase.

22.04 Employer Health Tax

In recognition that, effective January 1, 1990, O.H.I.P. is fully funded by way of an employer payroll tax, it is agreed that all Collective Agreement provisions respecting O.H.I.P. will be removed from the Collective Agreement. If, at any time, O.H.I.P. funding reverts back to a premium payment system, it is understood and agreed that all O.H.I.P. provisions, removed as a result of employer payroll tax funding, will be returned to the Collective Agreement.

22.05 Group Pension Plan

- (a) The primary purpose of the defined contribution plan (registered pension plan) is to provide employees with income after retirement. The Plan also provides for the payment of benefits in the event of the employee's death or termination of service before retirement.
- (b) Employees are eligible to join the Plan on the first day of any month after an employee has fulfilled one of the eligibility requirements described:
 - (i) A full-time employee who has completed at least one (1) year of continuous employment;
 - (ii) A non full-time employee who has been employed with the Employer during twenty-four consecutive months; and has earned not less than thirty-five percent (35%) of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan
or
has completed 700 hours of employment with the Employer in each of two (2) consecutive years of employment with the MTPA prior to joining the Plan.
- (c) As a member of the Pension Plan, the employee is required to contribute 9% of basic earnings (excluding the value of any benefits, bonuses, or overtime pay).
- (d) The Employer will contribute an amount equal to the contributions the employee is required to make.
- (e) The Board of Directors, upon hiring an employee, may waive the one year qualification period for entrance into the plan.

22.06 Pre-Retirement Counselling

Recognizing the necessity of an employee planning for retirement in order to cope with the many social, psychological and economic pressures and tensions of leaving the labour force, the Employer agrees to inaugurate, in consultation and co-operation with the Union, a Pre-Retirement Counselling Program. Two positions to be open for employees. They will be notified thirty days in advance of the date.

22.07 Psychological/Family Counselling Coverage

Effective on ratification, the annual maximum for psychological/family counseling coverage shall be \$5,000.

Reimbursement will be for registered psychologist, registered psychotherapist, or counsellor with an MSW practicing in compliance with the *Social Work and Social Service Work Act, 1998*, or a therapist who is licensed by their provincial regulatory agency or is a registered member of a professional association as recognized by the insurance carrier.

22.08 Workers' Compensation Protection

All employees shall be covered by the Workers' Safety Insurance Board. No employee shall have their employment terminated as a result of absence from work with a compensable accident which occurred during employment with the Employer. This Article applies only where the compensable injury occurred during employment with the Employer. When the compensable injury occurred elsewhere, the employee shall have the option of paying for benefits outlined in Article 22, Sections 22.01 and 22.05, in accordance with M.T.P.A. policy, however, there shall be no accrual of seniority.

22.09 Continuation of Rights and Benefits

An employee receiving payment for a compensable injury under the Workers' Safety Insurance Board shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation benefits the Employer shall continue to pay its share of all premiums for employee benefit plans, including the pension plan, based on 100 percent of earnings. This Article applies only where the compensable injury occurred during employment with the Employer.

22.10 Return to Work

An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer if skill and ability permit.

22.11 Travel Insurance

The Employer shall provide and pay the full cost of a policy for travel insurance, including Common Carrier coverage, for each employee required to travel on employment-related duties.

22.12 Medi-pak Provision for Retirees

For employees retiring with fifteen (15) years of service and being of age 55 or older, the Employer shall maintain the following benefits until such time as the employee reaches age 65, or is able to obtain said benefits from an alternate source. At no time shall this benefit exceed 10 years.

- (i) Major medical
- (ii) Semi-private hospital coverage

The employee shall have the option to receive dental coverage through the Employer's dental plan at the group rate on a pay-direct basis. There will be no cost to the Employer for this benefit.

22.13 Paid Up Life Insurance - \$5,000.00

For employees retiring with fifteen (15) years of service, or more, and being of age 55 or older, the Employer will purchase a paid-up life insurance policy in the amount of \$5,000

22.14 Health Care Spending Account

The Health Care Spending Account provides that, for members retiring on or after January 1, 2010, the employer will provide a health care spending account of \$3,000 per year, prorated in accordance with the date upon which the retiree reaches age 65.

Other facets of the HCSA are as follows:

- < Coverage is not cumulative so that any money not spent in one year cannot be rolled over to the next year
- < Coverage runs for ten (10) years, commencing on the date upon which a member reaches age 65
- < The account is per member regardless of single or family status
- < If a member dies before age 75, their surviving spouse can access the health care spending account until the date the deceased member would have reached 75.

HCSA monies can be used to buy personal medical/dental insurance coverage or as reimbursement for individual medical/dental claims that are allowable under Canada Customs and Revenue Agency rules.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Co-operation on Safety

The Union and the Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

23.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

23.03 Union Health and Safety Committee

In order to promote the occupational health and safety of employees, the Employer acknowledges

the right of the Union to establish its own Health and Safety Committee and appoint a Health and Safety Representative.

The Union shall notify the Employer in writing of the name of the Representative and the department the employee represents. The Union Health and Safety Representative shall have the right to participate in the monitoring of the work place and accompanying government inspectors on inspection tours.

23.04 Health and Safety Committee Pay Provisions

Time spent by the member of the committee in the course of their duty shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

23.05 Safety Equipment

Where the Employer provides safety equipment, safety clothing or working attire, failure of an employee to use such articles or to comply with the safety instructions and regulations may result in disciplinary action.

23.06 Observance of Killed and Injured Workers

Employees may observe one minute of silence at 11:00 a.m. on April 28th of each year, for the purpose of recognizing killed and injured workers.

ARTICLE 24 - TECHNOLOGICAL CHANGES

24.01 Technological change shall be introduced after the Union and the Employer have consulted to protect employees from any adverse effect.

Failure to agree - the matter shall be subject to the grievance and arbitration procedure.

The Employer will ensure that, upon request from a bargaining unit employee it will retain the services of a qualified ergonomist to review their workstation to ensure that they are set up in an ergonomically appropriate manner.

ARTICLE 25 – removed

ARTICLE 26 - JOB SECURITY

26.01 Restrictions on Contracting-Out

The Employer agrees that they shall not contract-out any work that could be performed by the bargaining unit. It is further agreed that the Employer shall not perform any bargaining unit work other than for the purpose of training new employees or in emergency situations.

26.02 Temporary Employees

The Employer may use temporary or agency employees in the following circumstances:

- (a) To replace a bargaining unit employee on an approved leave of absence, including sick leave, long-term disability leave, vacation, pregnancy/parental leave, educational leave, union leave, etc.
- (b) During peak workload periods when regular bargaining unit complement is unable to meet workload requirement, including without limitation during TPA elections, TPA collective

- agreement ratification, TPA job action, etc.
- (c) For a fixed term or project of a duration of six months or less.

Temporary or agency employees will pay union dues if retained beyond three (3) months.

26.03 Permanent Part-Time Employees

A permanent part-time employee is an employee who works no more than 24 hours per week on a regular basis. Following the successful completion of the probationary period, permanent part-time employees will be eligible to accumulate sick bank credits, pro-rated by their actual hours worked. Vacations and statutory holidays shall be as per the *Employment Standards Act, 2000*.

If a permanent part-time employee is hired on staff full time, their seniority will be credited with regard to the rates of pay and vacation entitlement, but at no time will the rate of pay be less than the employee's present hourly rate.

ARTICLE 27 - removed

ARTICLE 28 - GENERAL CONDITIONS

28.01 Proper Accommodation

Proper accommodation shall be provided for employees to store and eat their meals.

28.02 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

28.03 Personnel Records

The personnel records of an employee, or former employee, shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned.

28.04 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) clear working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her records for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. The Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her records.

The record of an employee shall not be used against him/her at any time after the employee's record has been clear for twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

28.05 Letter of Confirmation of Employment

On termination of employment for any reason, the Employer shall provide a letter of confirmation

of employment on request.

28.06 No Reprisals Arising From Legal Strike

The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he/she engaged in any lawful activity related to a legal strike as defined in the *Labour Relations Act*.

ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS

29.01 Present Conditions to Continue

All rights, practices and working conditions which employees now enjoy, receive or possess, shall continue insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union. Effective upon the signing of this agreement all previous rights of an employee pertaining to the practices of the employer shall be discontinued and the employer agrees not to introduce any new or unreasonable policy, rule or practice.

ARTICLE 30 - GENERAL

30.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine, or masculine has been used where the context of the party or parties hereto so requires.

30.02 Staff complement shall not be reduced through restructuring during the term of the contract.

30.03 An employee who is requested to use their personal vehicle for Association business, and who agrees to do so, shall be paid \$0.50 per kilometer for the distance travelled in the performance of such business. No reprisals will be taken against an employee who does not agree to use their personal vehicle for Association business.

ARTICLE 31 - JOB EVALUATION

31.01 A permanent Job Evaluation Committee will be struck, comprised of:

- i. two bargaining unit members and the COPE staff person
- ii. an equal number of management representatives, including any consultant(s)

The mandate of the Job Evaluation Committee is to review the job evaluation system, job activity statement and/or descriptions, with a view to ensuring a fair and equitable job evaluation scheme in compliance with Pay Equity requirements. All bargaining unit positions will be reviewed to ensure that they have been properly evaluated and that Pay Equity has been achieved and maintained.

Once it is determined that Pay Equity has been reached and maintained, new or significantly changed positions shall be evaluated after a period of six months.

If the job point value of a position increases as a result of a JEC review, and the new point value

assigned to that position indicates the position falls into a higher salary and, the effective date of the adjustment will be the date the position activity statements were approved.

If position decreases in point value as a result of Job Evaluation and the new point value assigned indicates the position falls into a lower salary band the salary of the incumbent will be maintained, and any negotiated increases applied for any employees on payroll as of January 22, 2007. For new employees, the rate shall be frozen until the rate for the lower classification is at a level greater than a frozen salary.

ARTICLE 32 - TERM OF AGREEMENT

32.01 Duration

This agreement shall be binding and remain in effect from January 1, 2019 to December 31, 2023 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing in accordance with Article 31.03.

32.02 Changes in Agreement

Any changes deemed necessary to the Agreement may be made by mutual agreement at any time during the existence of this Agreement.

32.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

DATED AT TORONTO THIS 28th DAY OF September, 2020.

FOR COPE LOCAL 343

Mary Stalder

FOR TORONTO POLICE ASSOCIATION

B. Call

[Signature]

SCHEDULE A - SALARIES

TPA COPE SALARY MATRIX 2019 - 2023								
			1.75%	2.50%	2.50%	1.97%	1.85%	1.75%
			01-Jan-18	01-Jan-19	01-Jan-20	01-Jan-21	01-Jan-22	01-Jan-23
Level 1	Training		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Start		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Intermediate		\$ 33,240.84	\$ 34,071.86	\$ 34,923.66	\$ 35,611.66	\$ 36,270.47	\$ 36,905.21
	Standard		\$ 36,555.95	\$ 37,469.85	\$ 38,406.60	\$ 39,163.21	\$ 39,887.73	\$ 40,585.76
Level 2	Training		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Start		\$ 33,240.84	\$ 34,071.86	\$ 34,923.66	\$ 35,611.66	\$ 36,270.47	\$ 36,905.21
	Intermediate		\$ 36,555.95	\$ 37,469.85	\$ 38,406.60	\$ 39,163.21	\$ 39,887.73	\$ 40,585.76
	Standard		\$ 40,199.60	\$ 41,204.59	\$ 42,234.70	\$ 43,066.72	\$ 43,863.46	\$ 44,631.07
Level 3	Training		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Start		\$ 36,555.95	\$ 37,469.85	\$ 38,406.60	\$ 39,163.21	\$ 39,887.73	\$ 40,585.76
	Intermediate		\$ 40,199.60	\$ 41,204.59	\$ 42,234.70	\$ 43,066.72	\$ 43,863.46	\$ 44,631.07
	Standard		\$ 44,948.29	\$ 46,071.99	\$ 47,223.79	\$ 48,154.10	\$ 49,044.95	\$ 49,903.24
Level 4	Training		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Start		\$ 40,199.60	\$ 41,204.59	\$ 42,234.70	\$ 43,066.72	\$ 43,863.46	\$ 44,631.07
	Intermediate		\$ 44,231.52	\$ 45,337.31	\$ 46,470.74	\$ 47,386.22	\$ 48,262.86	\$ 49,107.46
	Standard		\$ 48,651.66	\$ 49,867.96	\$ 51,114.66	\$ 52,121.61	\$ 53,085.86	\$ 54,014.87
Level 5	Training		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Start		\$ 44,231.52	\$ 45,337.31	\$ 46,470.74	\$ 47,386.22	\$ 48,262.86	\$ 49,107.46
	Intermediate		\$ 48,651.66	\$ 49,867.96	\$ 51,114.66	\$ 52,121.61	\$ 53,085.86	\$ 54,014.87
	Standard		\$ 53,519.84	\$ 54,857.83	\$ 56,229.28	\$ 57,337.00	\$ 58,397.73	\$ 59,419.69
Level 6	Training		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Start		\$ 48,651.66	\$ 49,867.96	\$ 51,114.66	\$ 52,121.61	\$ 53,085.86	\$ 54,014.87
	Intermediate		\$ 53,519.84	\$ 54,857.83	\$ 56,229.28	\$ 57,337.00	\$ 58,397.73	\$ 59,419.69
	Standard		\$ 58,865.85	\$ 60,337.50	\$ 61,845.93	\$ 63,064.30	\$ 64,230.99	\$ 65,355.03
Level 7	Training		\$ 48,651.66	\$ 49,867.96	\$ 51,114.66	\$ 52,121.61	\$ 53,085.86	\$ 54,014.87
	Start		\$ 53,519.84	\$ 54,857.83	\$ 56,229.28	\$ 57,337.00	\$ 58,397.73	\$ 59,419.69
	Intermediate		\$ 58,865.85	\$ 60,337.50	\$ 61,845.93	\$ 63,064.30	\$ 64,230.99	\$ 65,355.03
	Standard		\$ 62,957.47	\$ 64,531.41	\$ 66,144.69	\$ 67,447.74	\$ 68,695.52	\$ 69,897.70
Level 8	Training		\$ 53,519.84	\$ 54,857.83	\$ 56,229.28	\$ 57,337.00	\$ 58,397.73	\$ 59,419.69
	Start		\$ 58,865.85	\$ 60,337.50	\$ 61,845.93	\$ 63,064.30	\$ 64,230.99	\$ 65,355.03
	Intermediate		\$ 62,957.47	\$ 64,531.41	\$ 66,144.69	\$ 67,447.74	\$ 68,695.52	\$ 69,897.70
	Standard		\$ 71,708.21	\$ 73,500.92	\$ 75,338.44	\$ 76,822.61	\$ 78,243.83	\$ 79,613.09
Level 9	Training		\$ 58,865.85	\$ 60,337.50	\$ 61,845.93	\$ 63,064.30	\$ 64,230.99	\$ 65,355.03
	Start		\$ 62,957.47	\$ 64,531.41	\$ 66,144.69	\$ 67,447.74	\$ 68,695.52	\$ 69,897.70
	Intermediate		\$ 67,407.50	\$ 69,092.69	\$ 70,820.00	\$ 72,215.16	\$ 73,551.14	\$ 74,838.28
	Standard		\$ 76,367.31	\$ 78,276.49	\$ 80,233.40	\$ 81,814.00	\$ 83,327.56	\$ 84,785.79
Level 10	Training		\$ 62,957.47	\$ 64,531.41	\$ 66,144.69	\$ 67,447.74	\$ 68,695.52	\$ 69,897.70
	Start		\$ 67,407.50	\$ 69,092.69	\$ 70,820.00	\$ 72,215.16	\$ 73,551.14	\$ 74,838.28
	Intermediate		\$ 76,367.31	\$ 78,276.49	\$ 80,233.40	\$ 81,814.00	\$ 83,327.56	\$ 84,785.79
	Standard		\$ 81,175.73	\$ 83,205.12	\$ 85,285.25	\$ 86,965.37	\$ 88,574.23	\$ 90,124.28

Note – Training Level refers to hires with no previous experience

SCHEDULE B

TORONTO POLICE ASSOCIATION COMPRESSED WORK WEEK (5 5 4)

1.01 Application

Schedule B, Compressed Work Week, applies to employees working in the Accounting Department, Secretaries, Library, Members Benefits and the Receptionist.

1.02 Hours of Work

- (a) The hours of work will be seven and one-half hours per day and fourteen (14) days every three-week period. The hours to be worked will be between 8:00 a.m. and 5:00 p.m., with a fifteen-minute break in the morning and a fifteen-minute break in the afternoon.
- (b) Employees shall be granted an unpaid one-half hour for lunch.
- (c) An employee required by proper authority to work beyond the hours outlined above shall be paid at the rate of time and one-half of the regular rate.
- (d) Any time worked on Saturday or Sunday shall be paid at the rate of one and one-half times the regular rate.
- (e) ADOs must be taken in the three week cycle and must be taken on a Friday, any changes to this schedule must be approved by the Administrator.

Exception: last quarter will only be the months of October and November with the Administrator assigning unused ADO in the month of December.

1.03 Time Off in Lieu of Overtime

The provisions of Article 15.09 shall apply, except that if an employee's lieu time register enters into a negative balance, any subsequent overtime authorized must be utilized to bring the lieu time register into a positive balance before cash payment of overtime will be granted.

1.04 Paid Holidays

The provisions of Article 16 of the Collective Agreement shall apply. An employee who under the cycle in Section 1 of the work schedule below, is scheduled to be off on a Monday or a Friday when a holiday occurs, shall observe such holiday on the Tuesday if the holiday occurs on Monday or on the Thursday if such holiday occurs on the Friday.

Further, it is acknowledged that the Compressed Work Week schedule will be suspended for one cycle, or a three-week period, during the time encompassing Christmas and New Year's Holidays.

1.05 Vacations

Earned time off for vacations shall be expressed as equivalent hours normally worked, i.e. one week of vacation equals 35 net hours.

1.06 Sick Leave Provisions

Sick leave shall be credited as provided in Article 18 of the Collective Agreement, but such credit shall be on the basis of 10-1/2 hours being the equivalent of 1.5 days and charges to sick leave will be based on hours scheduled to work but missed due to sickness or injury.

1.07 Leave of Absence

In accordance with Article 19 of the Collective Agreement, the maximum compensation for the following clauses is as follows:

19.04(a)	21 hours pay
19.04(b)	7 hours pay
19.04(e)	7 hours pay
19.08(a)	7 hours pay
19.08(b)	7 hours pay
19.08(c)	21 hours pay
19.08(d)	7 hours pay

An employee who is granted a general or compassionate leave in accordance with Article 19.13, shall be deemed to be excluded from the pilot study for the duration of such leave.

NOTE: The Employer has put the Union on notice that it will be administering the schedule more rigorously than in the past. Para. 1.02(e) specifies that "ADOs must be taken in the three week cycle and must be taken on a Friday, any changed to this schedule must be approved by the Administrator." Employees should understand that they are expected to take their ADO on the assigned day.

DATED AT TORONTO THIS 28th DAY OF September, 2020.

FOR COPE LOCAL 343

Mary Stalder

FOR TORONTO POLICE ASSOCIATION

B. E. E.

[Signature]

LETTER OF UNDERSTANDING #1

The employer agrees it will advise all directors, staff and members that employees are entitled to their lunch periods and will not be disturbed during this time and are not expected to perform any work during their lunch breaks except in demonstrably exceptional circumstances.

DATED AT TORONTO THIS 28th DAY OF September, 2020.

FOR COPE LOCAL 343

Mary Stalder

FOR TORONTO POLICE ASSOCIATION

B. Call

[Signature]

LETTER OF UNDERSTANDING #2

BETWEEN

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

- and -

TORONTO POLICE ASSOCIATION

The Executive Assistant to the Vice President job evaluation file will be referred to a joint job evaluation committee within (90) days of the date of ratification. The joint committee will be comprised of up to three (3) representative from each party.

Failing resolution of this JE file within ninety (90) days from the date of ratification either party may refer the matter to arbitration before a mutually agreed upon arbitrator who has job evaluation expertise (the "Arbitrator"). The cost of the Arbitrator will be shared equally by both parties. The submissions to the arbitrator will be done by way of a written submission from both parties, with each party being provided with the opportunity to provide reply submissions. The timelines of submissions will be mutually agreed upon by the parties, in the event of a dispute the arbitrator will have the final authority on timelines to complete the submission process.

DATED AT TORONTO THIS 28th DAY OF September, 2020.

FOR COPE LOCAL 343

Mary Stalder

FOR TORONTO POLICE ASSOCIATION

B. Call

[Signature]

LETTER OF UNDERSTANDING #3

Within one (1) year from the ratification date of the collective agreement the parties agree to explore the option of offering OMERS pension plan to employees in place of the current Group Pension Plan.

This will include at a minimum a presentation to the members of COPE Local 343 from OMERS pension plan representative(s) on the pension plan, its features, contribution rates, enrollment process.


DATED AT TORONTO THIS 28th DAY OF September, 2020.

FOR COPE LOCAL 343

Mary Stalder

FOR TORONTO POLICE ASSOCIATION

B. Call



LETTER OF UNDERSTANDING #4

Effective on ratification, TPA will make a 4% COLA adjustment to LTD payments being received by all employees on LTD

DATED AT TORONTO THIS 28th DAY OF September, 2020.

FOR COPE LOCAL 343

Mary Stalder

FOR TORONTO POLICE ASSOCIATION

B. Call

[Signature]