

AGREEMENT

between

**The ACTRA COUNCIL OF EMPLOYERS, comprised of
ACTRA and ACTRA Toronto Performers,
hereinafter referred to as the Employer**

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
AFL-CIO-CLC, LOCAL 343
hereinafter referred to as the "Union"**

Term of Agreement - October 1, 2016 to September 30, 2019

TABLE OF CONTENTS

ARTICLES	1	RECOGNITION AND SCOPE	3
	2	UNION SECURITY	3
	3	SENIORITY	4
	4	HOURS OF WORK	6
	5	OVERTIME	7
	6	WAGES	8
	7	TECHNOLOGICAL CHANGES	8
	8	PAID HOLIDAYS	9
	9	VACATIONS	10
	10	LAYOFF AND RECALL	11
	11	LEAVE OF ABSENCE WITH PAY	12
	12	OUT OF TOWN DUTIES	14
	13	SICK LEAVE	14
	14	RETIREMENT AND HEALTH AND DENTAL BENEFIT	16
	15	GRIEVANCE PROCEDURE	18
	16	JOB POSTING	20
	17	HEALTH AND SAFETY	21
	18	DISCRIMINATION	22
	19	EQUAL PAY FOR EQUAL WORK	23
	20	RIGHTS AND PRIVILEGES	23
	21	UNION LABEL	23
	22	NO STRIKES OR LOCKOUTS	23
	23	UNION-MANAGEMENT COMMITTEE	23
	24	HARASSMENT POLICY	24
	25	EDUCATIONAL UPGRADE	28
	26	JOB SECURITY	29
	27	TERMINATION	29
APPENDICES			
		▪ SCHEDULE 'A' - Salary Schedule	31
		▪ Letters of Understanding # 1-3	32-34

Now, therefore, it is agreed by and between the parties hereto:

PREAMBLE

The Union recognizes that ACTRA and ACTRA Toronto Performers have assumed separately the responsibility for the day to day administration of the Collective Agreement, and have formed a Council of Employers for the purpose of negotiating the Collective Agreement. The Council of Employers shall keep the Union informed respecting the contact person for each respective unit for the purpose of administering the Collective Agreement. It is agreed that for the purpose of written notice for revision, or termination of the Collective Agreement only one notice be sent to the Council of Employers.

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its clerical employees as defined in Schedule "A" of this Agreement.
- 1.02 There shall be no contracting out of bargaining unit work that would displace a permanent employee.
- 1.03 a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the clauses dealing with Union Security and Dues Check-Off.
- b) On commencing employment, the employee shall be introduced to the Union Steward or Representative, who will provide the employee with a copy of the Collective Agreement.
- 1.04 a) The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and its employees and to promote and maintain such conditions of employment.
- b) It is recognized that the Employer is a membership based organization. As such, the efforts of staff are to enhance the objectives of the Performers' Union in providing service to the membership.

ARTICLE 2 - UNION SECURITY

- 2.01 Any person hereafter employed, whether temporary, part-time, probationary or permanent, shall be required to join the Union immediately

if their job classification falls within the jurisdiction of the Union. When interviewing job applicants the Employer will inform them of this requirement.

- 2.02 All employees who are members of the Union on the effective date of this Agreement, or who subsequently become members, shall remain members in good standing in the Union during the term of this Agreement as a condition of continued employment.
- 2.03 All employees who are not members of the Union shall become members of the Union on the effective date of this Agreement and shall remain members in good standing in the Union during the term of this Agreement as a condition of continued employment.
- 2.04 The Employer shall deduct from the pay of employees covered by this Agreement the current dues as determined by the Union and shall forward monies so deducted to the Union not later than the tenth (10th) day of the month following deduction.
- With such remittance the Employer shall furnish the Union with a list showing the names of the employees under the Union jurisdiction paying dues.
- 2.05 When a temporary assignment extends beyond four (4) weeks, the individual fulfilling the temporary assignment shall be covered under the Collective Agreement after such four (4) week period.
- 2.06 If the Employer amalgamates, affiliates or merges with any other union, guild or organization, the Employer agrees that no employee shall be laid-off, terminated or otherwise displaced as a result of such amalgamation, affiliation or merger for a period of eighteen (18) months following such amalgamation, affiliation or merger.

ARTICLE 3 - SENIORITY

- 3.01 Employees shall serve an initial probationary period of three (3) months from the date of hire. There shall be a written evaluation of the employee's performance at the end of the three (3) month period at which time the Employer may extend the probationary period for a further three (3) months or place the probationary employee on full or part time status, or terminate. A probationary employee shall not be entitled to medical benefits during the initial three (3) month period. If the probationary period is extended, the probationary employee will be entitled to medical benefits provided in this agreement. A probationary employee shall receive the probationary rate as defined in Schedule "A". Upon completion of the three

(3) month probation, an employee shall receive an increase in annual salary as defined in Schedule "A" effective with the beginning of the first week following the end of the three (3) month probationary period or the end of the six (6) month probationary period, if the probationary period is extended.

- 3.02 a) Those employees who have completed the probationary period shall enjoy all the rights and privileges of an employee with seniority status. Such employees shall be called "permanent employees". Seniority shall be accumulated on the basis of length of service with the Employer for the purpose of calculating vacation time (per Article 9) and Employer matching RRSP contributions (per Article 14.07). Length of service within COPE will be used for all other purposes. Seniority shall be credited to each employee at the completion of the probationary period of three (3) months, retroactive to the first day of employment.
- b) A seniority list will be made available to the Union on September 1 of each year. Seniority of employees shall be calculated from the date of their employment with the Employer, based on actual time worked while on continuous employment, including full time, part time and temporary assignments.
- c) For the purpose of this Article, continuous employment means while the person is considered an employee regardless of whether or not he/she is on the payroll of the Employer.
- d) Seniority shall continue to accumulate while the employee is on a leave of absence, whether paid or unpaid.
- e) Where a temporary employee, who has worked continuously for a period in excess of two (2) months obtains a permanent position in such classification, such employee shall serve a probationary period of one (1) month.
- f) Where a temporary employee receives a permanent position in another classification, the probationary period shall be 3 months. After successful completion of the probationary period, full seniority credits shall be given in all cases.
- 3.03 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for just cause.
- 3.04 The seniority status of an employee who is laid-off or granted leave of absence, shall be retained and shall continue to accumulate up to a maximum of one (1) year.

- 3.05 Longevity Increment: Employees with three (3) years of service or more shall receive longevity pay of \$2.00 per week for each year of service, effective October 1, 2010. Effective October 1, 2012 the rate will increase to \$2.25 per week.
- 3.06 A temporary employee is a person who is hired for a specific assignment or to replace an employee on leave. If a temporary position becomes permanent and the temporary employee who has been filling it is the successful candidate following the job posting procedure, the probationary period shall be reduced by the time already spent filling the position on a temporary basis.
- 3.07 Temporary employees (excluding persons covering one (1) year maternity leave assignments) who have worked for twenty-four (24) consecutive months shall become permanent employees.

ARTICLE 4 - HOURS OF WORK

- 4.01 The work week shall consist of five (5) days at six and one-half (6-1/2) hours per day. The scheduled hours of work shall be 9:30 a.m. to 5:00 p.m., or 9:00 am to 4:30 pm, except where otherwise agreed by the relevant Executive Director, Branch Manager or his/her designate. Employees shall be granted one hour for lunch.
- 4.02 a) Winter Hours: For eight (8) weeks, ending on the last Friday of February, the regular hours of work shall be six and one-half (6-1/2) hours per day, Monday to Friday, between the hours of 9:00 a.m. and 5:00 p.m. - thirty-two and one-half (32-1/2) hours per week. During this period, fifty percent (50%) of employees shall work the regular week and fifty percent (50%) shall work seven (7) hours per day, Monday to Thursday between the hours of 8:30 a.m. and 5:00 p.m. and between the hours of 8:30 a.m. and 1:00 p.m. on Fridays, alternately.
- b) However, in the event the employee is absent from the work place due to illness on a Friday which is his/her scheduled half day, such employee shall accumulate said time for future use.
- c) In the event any individual department or grouping of employees experiences difficulties in the application of summer schedule of hours of work, the parties shall meet to seek an equitable formula of work hours.
- d) It is hereby agreed that the provision governing the period of summer hours expresses a satisfactory resolution of this matter, removing the need for further adjustments.

- e) In the event that the Employer becomes a divisional based employer, then the summer hours shall only affect offices of two employees or more.

ARTICLE 5 - OVERTIME

- 5.01 An employee required by proper authority to work beyond the hours set forth in Section 4.01 shall receive compensation for overtime as follows:

By mutual agreement with the Employer:
 - (a) Time off in lieu at the applicable overtime rate for each hour of overtime worked. Lieu time may accrue for a maximum of 90 days, prior to which time the lieu time must have been taken, or lieu time will be lost, except in the case of extenuating circumstances; or
 - (b) Overtime pay at the applicable overtime rate. Overtime shall be submitted within 30 days of it being worked, or it will be lost, except in the case of extenuating circumstances.
- 5.02 Any time worked on Friday evening after two (2) hours of employee's normal work day and Saturday or Sunday shall be paid at the rate of two times the regular rate and lunch and dinner expenses shall be reimbursed based upon actual receipted expenses to a maximum of \$20.00 and \$35.00 respectively.
- 5.03 Where an employee is required to forego a lunch period, such time shall be paid at the rate of time and one-half.
- 5.04 If an employee is required to work overtime a minimum of two (2) hours beyond the scheduled quitting time, dinner expenses shall be reimbursed based upon actual receipted expenses to a maximum of \$35.00, in addition to overtime payment for time worked. If a meal break is taken during such overtime hours, such meal break shall not be considered as time worked. Overtime dinner expenses shall be waived for those employees who work on a shortened Friday due to Summer Hours.
- 5.05 An employee called to work on a day which is not a regularly scheduled work day shall receive a minimum of four (4) hours pay at the appropriate premium rate.
- 5.06 Overtime worked shall be voluntary. However, the employees recognize that there are occasions when emergencies make the working of overtime imperative, and the employees agree to cooperate under those circumstances.

- 5.07 Taxi fare will be provided when taxis are used, if overtime work extends beyond 8:00 p.m. Vouchers must be presented in order to secure payment.
- 5.08 If the employee(s) in a classification is unable to work overtime, or is unable to cope with the work which has to be done, then overtime shall be offered to employees in other classifications on a seniority basis, provided the employee has the necessary skills.
- 5.09 There shall be a rest period of not less than ten (10) hours between the end of one work day and the beginning of work on the next day finishing at the normal closing.
- 5.10 Preauthorized child care expenses incurred by employees for evening and weekend work shall be paid.

ARTICLE 6 - WAGES

- 6.01 Employees will be classified according to Schedule "A" which is attached hereto and made part of this Agreement.
- 6.02 Positions not covered by Schedule "A", or any position which may be established during the life of this Agreement, shall be subject to negotiation between the Employer and the Union. The rate established for such a position shall be retroactive to the date of hiring.
- 6.03 An employee working in a higher classification for more than three (3) consecutive days shall receive the rate for that classification. Such rate shall be retroactive to the first day. The Department Manager shall advise payroll of the upgrade with a copy to the affected employee.

ARTICLE 7 - TECHNOLOGICAL CHANGES

- 7.01 In a mutual attempt to create efficiency in the production of the highest quality of work, input from the members of the bargaining unit regarding the acquisition of office equipment, including but not limited to photocopiers, word processors, supplies, etc. is encouraged. It is agreed that no member of the bargaining unit shall be displaced or lose pay because of the introduction of word processing equipment.
- 7.02 In the event of proposed technological changes such as the introduction of office machinery which may displace an employee, the Employer agrees, whenever possible, to offer any employment created by such changes to present employees before hiring additional staff.

The Employer also agrees to institute a training program for those

employees who wish to accept employment in these new positions.

The rates for any new jobs created in this manner shall be subject to the provisions of clause 6.02.

- 7.03 Further technological advances shall not be introduced until the Union and the Employer have consulted and attempted to protect employees from adverse effects.
- 7.04 All employees directly affected shall, at the expense of the Employer, be given training in the use of new equipment.
- 7.05 The Employer agrees to pay any additional charges for employees requiring eye tests at six (6) month intervals, where such employee works extensively on a video display terminal.
- 7.06 All video display terminals shall:
- a) be equipped with non-reflective screens to minimize glare upon request of employee,
 - d) all computers shall have adjustable screens and keyboard trays upon request of employee, and
 - e) acoustical covers shall be installed where any employee requests such a cover for a printer(s) in their immediate area.

ARTICLE 8 - PAID HOLIDAYS

- 8.01 a) The employees shall be paid for the following holidays:

New Year's Eve	Civic Holiday
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Float day (taken at a time that is mutually convenient)	

and such other holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities.

- b) The offices of the Employer will be closed and employees will be given time off with pay from Christmas Eve Day to New Year's Day provided that the office will not be closed for more than seven (7) consecutive regular work days. The following days shall be observed as the Christmas Break:
2016 from December 23, 2016 to January 2, 2017
2017 from December 22, 2017 to January 1, 2018
2018 from December 24, 2018 to January 1, 2019

8.02 Pay for work performed on such holidays shall be at double the employee's regular rate in addition to the holiday pay set out in the preceding paragraph.

8.03 If such a holiday falls on a day which is not a regular working day, the first working day before or after, subject to agreement between the Employer and the employee, shall be considered the holiday.

ARTICLE 9 - VACATIONS

9.01 a) For permanent employees, vacation credits shall accrue at the rate of one and one-quarter (1-1/4) days per month for the first three (3) years of active employment.

b) Vacation credits shall accrue at the rate of one and three-quarters (1-3/4) days per month for the fourth (4th) year of active employment and thereafter.

c) Vacation credits shall accrue at the rate of twenty five (25) days per year for the eighth (8th) year of active employment and thereafter.

d) Vacation credits shall accrue at the rate of thirty (30) days per year for the twelfth (12th) year of active employment and thereafter.

e) Permanent employees who have been on the Employer's payroll from January 1 to December 31 of each year shall receive one (1) additional day vacation with pay prorated for permanent part-time employees.

f) Employees on maternity leave shall continue to accrue the appropriate vacation credits for the duration of the maternity leave.

Employees on unpaid leaves of absence in excess of thirty (30) consecutive days or on long-term disability shall not accumulate monthly vacation credits.

9.02 Vacation shall be taken on a seniority basis and by mutual consent between the Employer and the employees.

Request for vacation or requests for days off shall be filed in advance with the Employer a minimum of:

2 business days' notice for 1-3 days off

5 business days' notice for 4-10 days off

10 business days' notice for 11+ days off

The employees shall receive a written response from the Employer within the same time frame from date submitted. If no response has been received, then the request will be deemed granted.

- 9.03 No paid vacation shall be taken during the probationary period.
- 9.04 There shall be no further accumulation of vacation credits beyond the year in which they are earned unless the employee and the Employer have been unable to agree on a mutually acceptable time for the employee to take the vacations requested. Notwithstanding the foregoing, an employee may carry over a maximum of vacation credit of ten (10) days for one year.
- 9.05 When a holiday listed above falls within the annual leave period, such employees shall be entitled to an additional one (1) day's leave at the end of the annual leave period.
- 9.06 Upon termination of employment, the employee shall receive payment for annual leave accrued to the date of termination of employment.
- 9.07 In times of excessive workloads, such time being determined by mutual agreement of Employer and employee, the Employer shall provide temporary help.
- 9.08 A total of sixty (60) days leave entitlement may be taken in any calendar year.

ARTICLE 10 - LAYOFF AND RECALL

- 10.01 In case of layoff, affected employees in each classification shall be laid off in reverse order of seniority. An employee that is to be laid off can use their seniority to replace a more junior employee where they have the ability required to do the job. A decision by a senior employee to displace a junior employee must be made within five (5) working days of the notice of layoff having been given to the senior employee. Employees shall be eligible for recall up to a period of one (1) year and recalls shall occur in the reverse order of layoff. The employer shall notify employee(s) who is (are) to be laid off, thirty (30) working days prior to the effective day of layoff or award pay in lieu thereof.

- 10.02 The Employer and the COPE shall cooperate in assisting laid off employees to obtain employment elsewhere. In particular, it is agreed that reasonable time off will be given for employment search including attendance at job interviews during the notice period. Also, the Employer's facilities may be used in the preparation of a resume, letters of reference, etc.
- 10.03 The eligibility for recall shall be one (1) year provided that it shall be the responsibility of the laid off employee to advise the Employer of changes in address and telephone.
- 10.04 Employees on lay off shall be covered for all benefits under this Collective Agreement (except for Weekly Indemnity and Long Term Disability) for a period of six (6) months from the date of lay off. The cost for such benefits shall be borne by the Employer. This shall not apply if such employee commences other employment where benefits are provided.
- 10.05 Where an employee loses seniority rights as a result of layoff, such employee shall receive severance pay at the rate of one (1) week's pay for each year of service or major portion thereof, prorated for such major portion thereof and prorated for part-time work. This shall include, at the option of the employee, the ability to receive payment immediately upon layoff if the employee wishes to sever the employment relationship; or during layoff, or when employee's recall rights have been exhausted.

ARTICLE 11 - LEAVE OF ABSENCE WITH PAY

- 11.01 Any employee required to attend or serve on a jury or attend as a witness in any court of justice, coroner's jury, board of arbitration, board of conciliation, or to attend to any enquiry authorized by law, or where required by law to attend as a witness, shall be granted leave with full pay to fulfil such duties and such time shall not be deducted from any leave entitlement.
- 11.02 Effective January 1, 2017, employees will be granted reasonable time off with pay by the immediate supervisor for:
- a) Urgent personal business, or medical and dental appointments, which must be attended to during working hours, up to thirty-six (36) hours per calendar year;
 - b) A death in the family in which case the employee will be allowed five (5) days bereavement leave with pay and, in addition, travel time commensurate with the individual's circumstances;
 - c) Observance of religious holidays of the employee's faith;
 - d) Their own household move, up to one (1) day per calendar year.

Wherever possible, appointments requiring absence should be arranged for the beginning or the end of the regular work day to minimize absence.

Time off will be granted when these appointments must be taken during work time because they are beyond the control of the employee. The employer may require the employee to document this.

- 11.03 Employees will be granted reasonable time off for Union duties, such duties may include attendance at conventions, seminars, and arbitrations. The Employers will continue the pay of any employee absent from work on union duties and the union will reimburse the Employers for such wage payment upon receipt of a monthly statement. In the case of renegotiation of this Agreement, the Employers will continue the pay of a maximum of two (2) employees participating on the union's negotiating committee.
- 11.04 During the period of parental leave (including maternity, adoption or male parent [primary care giver] taking the leave), an employee who has been on the active payroll for a minimum of one (1) year is entitled to parental leave allowance as follows:
- a) For the first two (2) weeks an employee shall receive no salary.
 - b) Following the initial unpaid two week leave period, employees will receive a lump sum payment equivalent to 95% of two weeks salary.
 - c) The employee shall receive payments equivalent to the difference between Employment Insurance Benefits the employee is eligible to receive, and ninety-three percent (93%) of the employee's weekly rate of pay for a period of fifty (50) weeks or such longer period as the employee receives E.I. Benefits.
 - d) The parental leave allowance shall commence at any time between the sixth (6th) week before the expected birth and twenty-seven (27) weeks after the actual birth. The parental leave shall be one consecutive period.
 - e) Part time permanent employees shall receive the above payments on a pro-rata basis.
 - f) Employees requesting parental leave shall be entitled to a leave of absence of up to one (1) year, with all benefits and seniority continuing and accumulating. Employees must return for a minimum period of three (3) months or repay fifty percent (50%) of the cost of benefits, except if they are prevented from returning for medical or other justified reasons.
 - g) The employee shall return to their previous position upon returning from such leave of absence.

- 11.07 The employee eligible for paternity leave shall be entitled to a leave with pay for a maximum duration of five (5) working days.
- 11.08 The Employer agrees in principle to permit banking of a portion of salary with automatic entitlement to extended leave on a four (4) years' salary over five (5) years basis. The details will be worked out with the first applicant.

ARTICLE 12 - OUT OF TOWN DUTIES

- 12.01 Any employee required to travel on ACTRA business, either within or outside Toronto, shall be entitled to reimbursement of the following expenses upon completion of the proper forms:
- a) Travel by air, ship or railway to and from the assignment. Air travel must be by means of the lowest available direct fare departing and arriving at a reasonable time. Such travel must be verified by vouchers and/or receipts.
 - b) Where an employee uses his/her vehicle for work, including but not limited to set visits and branch events, mileage will be paid at the current CRA rate.
 - c) Upon presentation of actual receipted expenses, meals shall be reimbursed to a maximum of \$65 per day where travel or work time on travel assignments extend to include such meals.
 - d) A gratuity allowance of five dollars (\$5.00) per day for any out-of-town assignments.
 - e) Where required and authorized, hotel accommodation (less any amount paid for personal use) shall be paid.
- 12.02 Employees travelling on assignments or authorized to travel on Employer's business, shall be covered by a blanket travel life insurance policy of two hundred thousand dollars (\$200,000.00). The cost of premiums shall be paid by the Employer subject to the regulations of the specific policy.

ARTICLE 13 - SICK LEAVE

- 13.01 All permanent employees shall be entitled to one (1) working day of sick leave with full pay per month and may accumulate such days up to a

maximum of twelve (12) days in any twelve (12) month period. Permanent full-time and permanent part-time employees with dependent children and/or dependant parents and/or spouse shall be granted sick leave with pay up to a maximum of eighteen (18) working days in any calendar year. It is understood that the accumulation of sick days shall be pro-rated for part-time employees.

- 13.02 Sick leave may be used in the event of sickness and/or accident to maintain an employee's pay. A medical certificate may be requested after three (3) days of absence.
- 13.03 Employees who are hospitalized or incapacitated while on vacation shall be considered, upon submission of a medical certificate, to be on sick leave for the period of such hospitalization or incapacity; such period shall not be deducted from the vacation allowance due to the employee.
- 13.04 All employees (other than those on unpaid leaves of absence) shall receive at the end of each twelve (12) month period, fifty percent (50%) of their unused sick leave, either in cash or in time off, at the option of the employee. Employees on maternity leave shall accumulate the appropriate sick leave credits for up to 12 months, such credits not to be used during the period of maternity leave. These employees shall receive, at the end of the following 12 month period fifty percent (50%) of their unused sick leave in time off with no cash option.
- 13.05 Sick days may be used to offset the waiting period for the Weekly Indemnity Plan or in lieu of initial benefits without otherwise affecting eligibility for benefits following expiry of sick leave entitlement.
- 13.06 (a) When an employee has been absent for more than one (1) month due to a non-occupational disability, and has not applied for the Weekly Indemnity Benefit (WIB), the employer reserves the right to request an Independent Medical Exam (IME) at the employer's expense. The union shall be notified of all examinations requested by the employer. The parties agree that these provisions will be applied in accordance with the terms and conditions of the Human Rights Code.
- (b) With respect to employees off work due to non-occupational disability, all group benefits will be suspended if the WIB is not applied for. If the WIB has been applied for and refused, and such refusal is under appeal, group benefits shall continue for a maximum of six (6) months from date of application. Should the appeal be denied, group benefits will be suspended and will not be reinstated until the employee returns to work.

- (c) Seniority rights will be lost and employment will be terminated in any case where an employee has been off work for twenty-four (24) months without qualifying for the WIB. The parties recognize and agree that the provisions of this clause must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

ARTICLE 14 – RETIREMENT AND HEALTH AND DENTAL BENEFIT

The parties agree that a joint Employer/COPE/USW committee will review the structure and formulation of the ACTRA employee benefit plan to ensure provision of adequate benefits to employees. The Committee shall meet and make recommendations not later than April 30, 2017.

14.01

Benefit terms:

- a) All full-time employees shall be covered by AFBS health and dental benefits similar in their terms and conditions of coverage for ACTRA members, as they stood when this agreement was negotiated, plus a package of supplementary benefits chosen by COPE, funded from a surplus generated by change to this benefit plan. The terms of these benefits are detailed in the revised Policy GL and GH 2000 (ACTRA Employees), a copy of which will be provided to the parties by ACTRA Fraternal. Where dependent coverage is available under the plan, the employer shall pay the costs of providing coverage for the employee and the full cost of family coverage, including same sex and common-law families.
- b) In addition, the parties agree that current life insurance, AD&D, and short term disability benefits will continue to be provided to employees and paid for by the employer: the terms of these benefits are detailed in the revised Policy GL and GH 2000 (ACTRA Employees), a copy of which will be provided to the parties by ACTRA Fraternal.
- c) Long-term disability will continue to be provided on the terms in the relevant agreement between AFBS and the supplier of this benefit, a copy of which will be provided to the parties by ACTRA Fraternal.
- d) Union and Management representatives agree to review with AFBS the financial balances of the benefit plan, and will work together to implement changes to supplemental benefits as proposed and as the balances permit.

14.02

Benefits for retirees: Upon retirement of a full-time employee, the Employer shall continue to provide life insurance, dental benefits, and

extended health care, it being understood that for the purposes of this article, retirement shall be defined as age sixty-five, or when the combination of age and years of service adds up to seventy-five (75).

14.03 **Definition of "full-time employee":** For purposes of this Article, full-time employees shall be considered to be those who are full-time and permanent employees and who work the hours of work provided in Article 4.01.

14.04 The employer agrees to provide OHIP, Employer Health Tax or whatever similar form is applicable at no cost to permanent full-time employees.

The Employer agrees to provide full-time employees resident for income tax purposes in the Province of Ontario with a \$300 annual payment. This sum will assist Employees in paying for recent income tax increases portrayed by the Government of Ontario in its 2004 budget as helping to fund health care. The Employer will pay this amount to each eligible Employee no later than December 31st of 2013, 2014, and 2015.

14.05 **Permanent Part-time Employees:** Permanent part-time employees shall receive the benefits provided in 14.01 and 14.05 on a pro-rata basis. Permanent part-time employees who do not receive these benefits shall receive 14.5% of gross wages in lieu of such benefits.

14.06 **Employer contribution; surpluses and deficits:**

- a) To fund the benefits described in Article 14, the employer will contribute a sum equivalent to 14.5% of employees' total gross annual salaries during each year of this agreement. For the purposes of this article, "total gross annual salaries" means the total salaries as defined in COPE Schedule A salary grid, plus applicable longevity pay, to be paid to the employees in each year of this agreement;
- b) Should the benefit plan create a surplus, the employer agrees to hold the surplus over the lifetime of this agreement. The surplus will be held in trust, subject to points 14.06 (c) and 14.06 (d) below;
- c) It is agreed that the employer and COPE will jointly review the financial balances of these benefits by no later than the 24th month of this agreement. COPE may then choose to direct the surplus funds described in 14.06 (b) above to staff benefits at its sole discretion. In the event that the plan is in deficit over the lifetime of this agreement, and COPE chooses not to direct the funds described in 14.06 (b) to cover the deficit, then the additional benefits added in these discussions to coverage (which are identified in the enabling policies appended) will be discontinued for the balance of the agreement. The Employer will immediately inform COPE of any material change to the benefits, costs or forecasts discussed

in this article. The employer agrees to hold in trust surplus amounts, and to pay interest on surplus balances (if any) annually at the actual rate of interest earned.

- d) The employer undertakes to fund benefits, as defined in article 14.01 and the appended policies, even if costs associated with those benefits exceeds the employer contribution of 14.5%. Benefits defined as "supplementary" in 14.01 must be funded within the total 14.5% contribution. If these funds are insufficient these supplementary benefits are discontinued, or such portion that cannot be funded as agreed.

14.07 The Employer agrees to contribute seven percent (7%) of each employee's gross salary to the Retirement Plan; or, the Employer agrees to contribute eight percent (8%) of each employee's annual gross salary to the Retirement Plan if an employee voluntarily wishes to contribute an additional two percent (2%) of annual gross salary.

At the end of each calendar year, each employee shall receive notification from the Employer of the amount accumulated in their individual plan, plus interest.

Where an employee with eight (8) or more years of service makes additional voluntary contributions to their RRSP, ACTRA will match such contributions to a maximum of four percent (4%) or the legal maximum annual RRSP contributions. These matching contributions will not be given for the first two percent (2%) of additional voluntary contributions.

The administration of Employee RRSP's will cost Employees nothing during the term of this Agreement.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 The duly authorized representatives of both parties shall meet on the written request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences.

15.02 If the representatives of the parties are unable to agree on any such question within seven (7) working days of their meeting the party raising the issue may submit a written grievance. The Employer's/Union's representative shall within fourteen (14) calendar days of receiving the grievance respond to the grievance in writing.

- 15.03 If the party filing the grievance is not satisfied with the Employer's/Union's written response they may inform the Employer/Union in writing within thirty (30) days of receiving the grievance response that they will be proceeding to arbitration. The selection of the Arbitrator shall be made equally by the Employer and the Union. If the parties cannot agree on an Arbitrator within thirty (30) days, the Minister of Labour shall be asked to appoint an Arbitrator.
- 15.04 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.
- 15.05 The Employer shall not discipline or discharge a permanent employee without just cause. Prior written warning shall be given to an employee regarding discipline or discharge unless the circumstances justify immediate termination of employment and vacating the premises of the Employer. The Steward shall be advised of any such action in advance. An employee shall be given the opportunity to meet with the Steward before leaving the premises.
- 15.06 When considering discharging a permanent employee, the Employer shall discuss thoroughly with the employee, in the presence of the Steward, the reasons for which discharge is being considered.
- Employees with more than four (4) months service shall be given a minimum of two (2) weeks notice, or pay in lieu thereof.
- 15.07 The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. A prompt reply by the employee shall become part of the record. The record of any disciplinary action shall not be used against the employee after eighteen (18) months.
- 15.08 Employees may not accept employment within the jurisdiction of the Employer without special permission from the Employer.
- 15.09 In the event that the employer introduces performance reviews, the purpose of such reviews shall be to establish a formalized dialogue between the employee and his/her supervisor to assist in the assessment of training and organizational needs. Such reviews shall be conducted in a consistent matter.
- Concerns about an employee's performance may be expressed during the performance review process, but expression of such concerns shall not constitute a written or verbal warning under the discipline process. If problems persist with an employee following discussion during the performance review process, the employer may initiate the discipline

process against such employee.

In the event that an employee does not agree with their review, the employee shall have the right to initiate a grievance in accordance with this Article.

ARTICLE 16 - JOB POSTING

- 16.01 a) Notice providing an accurate description of a vacancy or new classification shall be posted for a period of five (5) working days in each of the Employers' offices that this agreement covers. A copy of the job posting shall be mailed to laid off employees. If the vacancy is temporary the posting shall include the length of the vacancy.
- b) All temporary vacancies shall not exceed six (6) months unless mutually agreed by the parties. Where a temporary vacancy extends beyond its term as outlined in the job posting or is altered in any manner and the parties have not agreed in writing to extend the temporary vacancy or alteration, then the temporary vacancy must be re-posted. A temporary vacancy shall not be posted more than twice as temporary in eighteen (18) month period.
- c) An individual employee shall have no right to apply for a temporary vacancy in the same classification where such vacancy is for a period of six (6) months or less.
- d) Members of the bargaining unit who wish to apply for a vacancy or new classification of work must do so in writing.
- e) The Employer shall examine and interview the applicants with a view to establishing the qualifications and experience of each applicant.
- f) The Employer shall advise the Union of its decision within seven (7) days of the closing of the posting of the notice under (a) above unless such period is extended by mutual agreement.
- g) Seniority will be the determining factor where the applicants' abilities and qualifications are equal. Where a dispute arises to the decision of the Employer to fill a vacancy based on seniority, ability and qualification the parties shall meet and discuss the issue and a practical test may be mutually agreed to in order to determine ability.
- h) In the event that the Employer finds that no applicant in the bargaining unit is capable of satisfactorily performing the work required, or when no application has been filed, the Employer may fill the vacancy or new

classification of work in whatever manner it considers advisable.

- i) Any successful applicant within the bargaining unit shall receive the rate range for the job classification immediately upon being promoted.
 - j) Where the Union and the Employer agree to do so in a specific situation, an applicant for a vacancy or new job classification may be appointed to such vacancy or new job classification for training and trial for a period of thirty (30) working days, or such longer period mutually agreed between the Employer and employee. The Employer shall inform the employee and the Union of its decision whether the applicant is successful or fails to satisfactorily perform the work. In the event of the applicant being unsuccessful, the applicant shall be returned to the former job without loss of seniority or rate of salary. The employee may elect to return to the former position in the bargaining unit at the end of the trial period.
 - k) When an employee has successfully bid for a temporary position or promotion inside or outside of the bargaining unit, the employee shall return to the former position in the bargaining unit without loss of seniority upon completion of the assignment.
 - l) Job descriptions, classifications or positions shall not be modified or altered without first consulting with the Union with respect to agreed changes.
 - m) The Employer shall not institute any new job description, classification, position or reclassify without first consulting with the Union concerning the aforementioned.
 - n) Should the Employer wish to reinstate any previously redundant position, classification or job description, it shall be done only after consulting with the Union on an agreed reinstatement.
- 16.02 Employees shall be notified, in writing, upon successful completion of the probation period or trial/training period.

ARTICLE 17 - HEALTH AND SAFETY

- 17.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours. The Union shall, from time to time, bring to the attention of the Employer any suggestions for improvements in conditions or work.
- 17.02 The Employer shall provide properly furnished lunch and rest room facilities.

- 17.03 The Employer recognizes that the temperature in the building should not be lower than 18c nor higher than 27c. If the temperature exceeds these figures and the Employer is unable to remedy the problem within a period of two (2) hours, employees shall be released immediately from work without loss of pay or benefits.
- 17.04 The parties agree that the Union-Management Committee shall examine environmental issues such as, but not limited to, the potential dangers of the video display terminals, computer printers, noise levels, artificial lighting, etc. Issues related to noise levels and artificial lighting shall be referred to the Health and Safety Committee.
- 17.05 Provision for a Joint Health and Safety Committee which shall be recognized as having the same power (rights and responsibilities) as a Joint Health and Safety Committee legislated under the Occupational Health and Safety Act, shall be established.

The Committee shall be one (1) member selected by the Union and one (1) member selected by the Employer. The Union shall also name one (1) alternate. The meetings shall be held at the request of either party but not more than two (2) months apart, at a time designated by the Committee.

In order to assist in getting this Committee functioning, the employer agrees to provide Committee Members, including alternates, paid time off in order to take a thirty hour Health and Safety Course designated by the union.

ARTICLE 18 - DISCRIMINATION

- 18.01 There shall be no discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability in regards to hiring, promotions, demotion, layoffs, dismissals, rates of pay or other terms or conditions of employment.
- 18.02 The Employer shall recognize the office steward(s) and Union- Management Committee elected by the Union and shall not discharge, discipline, intimidate or otherwise discriminate against such steward(s) and Union-Management Committee for carrying out the duties proper to that position.
- 18.03 The Employer shall not discharge, discipline, intimidate or otherwise discriminate against any member of the Union for exercising rights

provided by this Agreement.

ARTICLE 19 - EQUAL PAY FOR EQUAL WORK

- 19.01 The Employer shall not differentiate between two or more employees by paying one or more of the employees at a rate of pay less than the rate of pay paid to the others, for substantially the same kind of work performed in the workplace, the performance of which requires substantially the same skills, effort and responsibility and which is performed under similar working conditions.

ARTICLE 20 - RIGHTS AND PRIVILEGES

- 20.01 All rights and privileges at present enjoyed by employees, or mutually agreed upon hereafter, shall remain unchanged during the life of this Agreement.

ARTICLE 21 - UNION LABEL

- 21.01 All typewritten, mimeographed, dittoed 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 22 - NO STRIKES OR LOCKOUTS

- 22.01 There shall be no strikes on the part of the Union or lockouts 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 union concerned.
- 22.02 In the event that any employees of the Employer, other than those covered by this Agreement, engage in a strike, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such 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. Employees shall not lose pay for refusing to cross such picket line.

ARTICLE 23 - UNION-MANAGEMENT COMMITTEE

- 23.01 The Parties agree to establish a Joint Committee from COPE and the Employers. The Committee's mandate shall be:
- a) Ensuring that workplace health and safety issues are addressed in a

- timely manner;
- b) Developing methods of improving service to the ACTRA membership;
 - c) Reviewing employee insurance coverage and making the appropriate recommendations on improving the plan and coverage;
 - d) Establishing appropriate training program(s) regarding technological changes that may affect employees;
 - e) Both Parties recognize that current job descriptions are out of date and job duties have changed over the years. The Parties agree to review all job descriptions and/or classifications with the intent to establish new descriptions or classifications where appropriate. It is understood that changes must be mutually agreed. The redrafting of any job descriptions requiring changes must be established as a priority for both Management and the Union with a target completion date of December 1, 2011. The Parties agree that in the event of a dispute regarding any of the above, such dispute may be submitted to an Arbitrator for a final decision.

The Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employers. The Committee shall meet on a regular basis but not less than bi-monthly and during regular work hours. The first meeting of the Committee shall be within thirty (30) days of ratification, and all agreed changes will be implemented within twelve (12) months of ratification.

ARTICLE 24 – PREVENTION OF DISCRIMINATION, HARASSMENT AND VIOLENCE POLICY

24.01 Employer Obligations

The Employer shall maintain a working environment which is free from discrimination and harassment.

a) Discrimination and Harassment Training

The Employer will provide prevention training for both Bargaining Unit and non-Bargaining Unit Employees and Managers on the following basis:

Training providers will be agreed upon jointly by the Employer and the Union. The Employer shall bear all costs associated with training, which shall be provided during regular working hours.

The schedule for training will be set by the Employer according to needs, with the understanding that training will be provided on a regular basis to compensate for changes in legal and Collective Agreement definitions, and new Employees and that training will commence as soon as possible but no later than January 1, 2008.

It is the Employer's responsibility to facilitate the scheduling of training sessions in all of its workplaces.

b) Violence in the Workplace

To protect the employees who interact with the public and with ACTRA members, the Employer will draft a workplace violence prevention policy with accompanying procedures. These will include policies regarding employees who work alone, handle cash or have evening/ after-hours duties. The Employer will create a crisis response plan involving police and security response.

The Employer will provide orientation to the policies and procedures contemplated in this section and will provide training in conflict resolution and managing difficult people to all front-line staff and stewards.

To ensure the safety of front-line employees, the Employer will ensure that the workplace is properly equipped, in consultation with the Union.

24.02 Definitions

a) Definition of Harassment:

Includes engaging in any behavior in the workplace that is directed at, and is offensive to an employee or endangers an employee, or undermines the performance of that job, or threatens the economic livelihood of the employee, or is demeaning to the employee. Also includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Employer, supervisor, member or co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee.

Prohibited discriminatory behavior includes, but is not limited to, any discrimination on the basis of race, national or ethnic origin, ancestry, creed, colour, citizenship, place of residence, age, sex/gender, sexual preference or orientation, gender identity, gender expression, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade union.

b) Definition of Sexual Harassment:

Sexual harassment includes, but is not limited to, comment or conduct of a sexual nature, including sexual advances, requests for sexual favours or acts, suggestive comments or gestures, repeated or persistent leering at a person's body, or physical contact, including assault, when any one or more of the following conditions is satisfied:

- i) the comment or conduct is accompanied by a reward, or the express or implied promise of reward, for compliance;
- ii) the conduct or comment is accompanied by reprisal, or an express

- iii) or implied threat or reprisal, for refusal to comply; or the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for the failure to comply.

Sexual Harassment will not be tolerated.

24.03 Resolution of Discrimination, Harassment and/ or Violence Complaints

At the purview of the Complainant (the aggrieved employee), allegations of discrimination or harassment raised by or against any Employee(s) in the Bargaining Unit shall be subject to the following procedure(s):

Internal Investigation

The Complainant may bypass the following Internal Investigation Procedure and advance their complaint directly to grievance should they so choose. They also maintain the right to pursue complaints through the applicable legislative procedure regardless of the Collective Agreement governed procedure chosen.

The Employer will react promptly to any allegation under this section.

The Employer will appoint one Manager at ACTRA Toronto Performers and one Manager at ACTRA National who will be the designated Investigator under this section. Should a case arise whereby the usual Investigator is somehow involved in the complaint as Complainant, Respondent (the individual alleged to have engaged in any discrimination or harassment) or Witness, the Union will inform Management and if necessary, a suitable substitute Investigator will be appointed.

The Investigator must be informed in writing of the Complainant's awareness of the circumstances giving rise to the complaint. The Investigator will immediately furnish the Union with a copy of the complaint if it has not otherwise been provided.

The matter will be treated in as confidential a manner as possible.

The Investigator will investigate the complaint by separately and confidentially interviewing the Complainant, Respondent and any witnesses. The Union reserves the right to have a representative present during interviews.

The Respondent will be briefed by the Investigator as to the nature of the complaint. The Respondent may choose not to participate in the Internal Investigation.

The Investigator may deem it appropriate to hold further interviews with the Complainant, Respondent or Witnesses.

The Investigator will collect other relevant documentary evidence which may include attendance records, performance reviews, emails, etc.

The Investigator will also consider whether special expertise is required to investigate (i.e. a computer expert to retrieve evidence from a computer).

The Investigator must consider whether criminal charges may arise or have arisen from the alleged conduct, in which case criminal charges will not be undermined and proper authorities should be notified.

Accurate records of the investigation will be kept by the Investigator, including where the interview was conducted, by whom and who was present. The investigation may be recorded in interviewer notes, by a note taker, via tape recording (upon permission of the parties), etc. Interviews will be scheduled at times and places to ensure confidentiality. An off-site location may be preferable.

The Investigator will ensure that all parties are familiar with the complaint and investigative procedure including confidentiality issues, who is responsible for decisions related to the complaint and what remedies are possible.

The interview with the Complainant should yield:

- i) Who was involved;
- ii) What is alleged to have occurred;
- iii) When and where it is alleged to have occurred;
- iv) Whether there are any witnesses;
- v) Whether any records or documentation have been kept; and
- vi) What he/ she hopes will result from the complaint.

Upon collating the information, the Investigator will then offer to meet with the Respondent. They will provide the Respondent with sufficient information to enable him/ her to understand the specific nature of the complaint. The Respondent will have the opportunity to respond to the complaint and provide other relevant information, including names of other persons who may have information, and possible ulterior motives that the Complainant may have in making a complaint.

The Investigator will prepare a report summarizing the nature of the complaint, the position of the parties, the investigation, and his/ her findings. The report will include recommendations to resolve the issues.

A copy of the report will be delivered to the Complainant, the Respondent and the Union.

The Employer will take appropriate action based on the Investigator's report.

Where the Bargaining Unit Member Complainant or Respondent feels that the resolution is unsatisfactory, they may pursue the grievance procedure in Article 15 to appeal the resolution.

- 24.04** Where an Arbitrator appointed under Article 15 concludes that Article 24 has been breached, the Arbitrator may direct (but is not limited to) the following:
- a) that the Complainant not be required to work in a proximity to a Respondent found to have engaged in any discrimination or harassment conduct; and
 - b) that any Employee who is found to have engaged in discrimination or harassment conduct be reassigned to another Department or Branch or to be assigned to hours which may otherwise contravene the provisions of Article 4, without regard to the Respondent's seniority; and
 - c) that the Employer pay the Complainant compensation for all losses following from and reasonably connected to the discrimination or harassment conduct.

In any arbitration case arising out of or relating to discrimination or harassment conduct, where an Arbitrator finds that such conduct has occurred, the Arbitrator shall impose a remedy which is designed to only affect the Respondent insofar as that is possible and where there is any detriment to be suffered regarding job classification, seniority, wages, etc., such detriment shall fall upon the Respondent and not upon other Bargaining Unit Members. The Arbitrator may direct a transfer of the Respondent without regard to his/ her seniority.

ARTICLE 25 – EDUCATIONAL UPGRADE

25.01 Where an employee successfully completes an educational course which is related to employment with the Employer, or is for the purpose of advancement within the Employer, or is a course designed to foster personal development and therefore improve the ability of the employee to cope with the work demands, the Employer shall pay the costs of tuition fees, texts and other obligatory costs. Prior to enrolment, the employee must receive approval from the Employer and upon request, the employee must provide to the Employer certification of successful completion of the course.

25.02 Where the Employer requests that an employee obtains educational upgrading so that the employee can better function in his/her position, the employee and the Employer shall mutually decide on course(s) related to the job function. One hundred percent (100%) of tuition fees shall be paid by the Employer upon successful completion of the course(s).

Employees who leave the employ of the Employer prior to twelve (12) months after the completion of the course(s), shall repay the Employer all monies paid.

ARTICLE 26 - JOB SECURITY

- 26.01 The parties agree that all vacancies shall be posted except vacancies of eight (8) weeks or less duration. In the case of a vacancy resulting from sickness of a permanent employee, such posting shall be done only when it becomes known to the Employer that such employee shall be absent for a period of eight (8) weeks.
- 26.02 Part time and temporary employees shall be paid the rate for the job on a pro-rata basis.
- 26.03 Seniority of part time and temporary employees shall be based on thirty-two and one-half (32-1/2) hours worked equals one week of seniority.
- 26.04 Temporary employees shall receive an additional five point seventy-five percent (5.75%) of gross salary earned in lieu of all benefits provided in this Agreement. In addition, the appropriate vacation pay shall be paid at the termination of the assignment.
- 26.05 No persons outside of this bargaining unit shall perform work normally or customarily performed by members of this bargaining unit, except as mutually agreed between the parties.
- 26.06 A temporary employee who replaces a full time employee for a period of more than six (6) months will be eligible for insurance benefits under Article 14.01 (a) and 14.06 (a) (excluding long term disability and weekly indemnity) for the period of their assignment.

ARTICLE 27 - TERMINATION

- 27.01 This Agreement shall be in effect as of October 1, 2016 and shall remain in force until September 30, 2019.
- Either party may, not more than ninety (90) days before the expiry date, give written notice of revision or termination of this Agreement.
- 27.02 Negotiations shall begin within ten (10) days following receipt of such notice, and during the period of such negotiations this Agreement shall remain in full force and effect.
- 27.03 In the event that either party desires to alter any category or salary over and above the provisions already set forth in this Agreement, during the

life of this Agreement, such alterations shall become effective upon mutual consent of the parties to this Agreement.

Executed this 8th day of February 2016. 2017.

Signed on behalf of:
ACTRA Council of Employers

Signed on behalf of:
Canadian Office and Professional Employees
Union, AFL-CIO-CLC, Local 343

**COPE
SCHEDULE "A"**

CLASSIFICATION		OCT 1, 2016	OCT 1, 2017	OCT 1, 2018
a) SR COMMERCIAL COORDINATOR	START	1,387.50	1,415.00	1,443.50
	AFTER 3 MOS.	1,429.50	1,458.00	1,487.00
	AFTER 12 MOS.	1,472.00	1,501.50	1,531.50
b) BOOKKEEPER SECRETARY TO THE BOARD COMM. DEPT SUPERVISOR MEMBERSHIP COORDINATOR	START	1,196.00	1,220.00	1,244.50
	AFTER 3 MOS.	1,232.00	1,256.50	1,281.50
	AFTER 12 MOS.	1,270.00	1,295.50	1,321.50
c) ASSISTANT MEMBERSHIP ADMINISTRATOR COMMERCIAL COORDINATOR ADMINISTRATIVE ASSIST.	START	1,153.00	1,176.00	1,199.50
	AFTER 3 MOS.	1,196.50	1,220.50	1,245.00
	AFTER 12 MOS.	1,233.50	1,258.00	1,283.00
d) BUILDING MAINTENANCE (40 hrs)	START	1,127.50	1,150.00	1,173.00
	AFTER 3 MOS.	1,153.50	1,176.50	1,200.00
	AFTER 12 MOS.	1,197.50	1,221.50	1,246.00
e) MAIL ROOM CLERK ACCOUNTS RECEIVABLE CLERK ACCOUNTS PAYABLE CLERK	START	1,073.50	1,094.50	1,116.50
	AFTER 3 MOS.	1,100.50	1,122.50	1,145.00
	AFTER 12 MOS.	1,129.00	1,151.50	1,174.50
f) DATA PROCESSING CLERK RECEPTIONIST/SWITCHBOARD SECRETARY II COMMERCIAL EXAMINER BILLING CLERK	START	1,055.50	1,076.50	1,098.00
	AFTER 3 MOS.	1,083.00	1,104.50	1,126.50
	AFTER 12 MOS.	1,110.50	1,132.50	1,155.50
g) FLOATER	START	1,011.00	1,031.50	1,052.00
	AFTER 3 MOS.	1,048.00	1,068.50	1,090.00
	AFTER 12 MOS.	1,084.50	1,106.00	1,128.50
f) CASUAL HELP STUFFERS, MOVERS, ...ETC.		15.00	15.00	15.00

Casual help shall be covered by this collective agreement, including the percentage in lieu of benefits, but with the exception of Hours of Work and Overtime, but including Articles 5.03 and 5.08. Overtime will be paid for work beyond 6.50 hours in any day and 32.50 hours in any week.

*This rate is effective upon ratification of the Agreement.

Letter of Understanding #1

During the term of this agreement, ACTRA Management will be investigating the implementation of flex hours. Flex hours will be established on the following basis:

- mutual agreement of the employee and the employer
- fixed schedule for each employee, e.g. 8:00 am to 3:30pm; 10:30am until 6:00pm
- 6 1/2 hours per day will continue to be worked by each full time employee
- the employee will return to his/her previous work schedule after a trial period of twenty (20) working days if the employee or the employer so chooses

LETTER OF UNDERSTANDING #2

Regarding Hours of Work

In the course of renegotiation of the Employer & COPE Agreement in 2016, hours of work and rest periods was a significant issue with the Parties agreeing to refer the matter to the Joint COPE/Employer Committee for discussion. In the interim, the Parties understand that the existing provisions of Article 4.01 will apply.

LETTER OF UNDERSTANDING #3

Regarding the ACTRA Toronto Floater

It is understood that the current job duties of the ACTRA Toronto Floater consist primarily of Reception & Switchboard duties. During the term of this agreement and as long as these duties remain as such, the ACTRA Toronto Floater will be compensated at the Receptionist/Switchboard rate.