



COLLECTIVE AGREEMENT

- Between -

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 353**
(hereinafter referred to as the “Employer”)

- and -

**CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES’ UNION, LOCAL 343**
(hereinafter referred to as the “Union”)

June 1st, 2016 to May 31st, 2019

INDEX

ARTICLE	DESCRIPTION	PAGE NUMBER
1	Definition	3
2	Recognition.....	3
3	Union Security	3
4	Strikes and Lockouts.....	4
5	Seniority.....	4
6	Promotions and Temporary Vacancies.....	4
7	Hours of Work and Overtime	5
8	Wages.....	7
9	Paid Holidays.....	8
10	Vacations.....	8
11	Grievance Procedure.....	9
12	Sick Leave.....	10
13	Leave of Absences	10
14	Discharge and Disciplinary Action.....	13
15	General.....	13
16	Welfare.....	14
17	RRSP.....	14
18	Rights and Privileges	15
19	Severance	15
20	No Discrimination.....	15
21	Termination.....	15
	SIGNING PAGE	
	Letter of Understanding – Anti-Harassment.....	16
	Appendix IV – Sub Plan	17

ARTICLE 1 - DEFINITION

- 1.01 The terms “Employer” and “Management” as used herein shall mean the International Brotherhood of Electrical Workers Local 353.
- 1.02 The term “Union” as used herein shall mean Local 343 of the Canadian Office & Professional Employees Union.
- (a) The term “Bargaining Unit” as used herein shall mean all office employees of the International Brotherhood of Electrical Workers Local 353 save and except elected officers, members of the International Brotherhood of Electrical Workers, Local 353, and office supervisor.
- (b) The term “Employee” or “Employees” as used herein shall mean only such persons as are included in the above defined bargaining unit.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as sole collective bargaining agent for all its office employees described in *1.02 (a)*.

ARTICLE 3 - UNION SECURITY

- 3.01 Any person hereafter employed must take application for membership in the Union on the same day on which they are hired and be required to join the Union at the end of the one hundred and eighty (180) day probationary period.
- 3.02 All present Employees who are members of the Union on the effective date of this Agreement or who have subsequently applied for membership shall remain members in good standing in the Union during the term of this Agreement.
- 3.03 The Employer will deduct dues from the wages of each employee, upon written authorization, beginning from the first pay period of each employee and shall submit those dues to the office of the Union on the 10th of the next calendar month. In the event of any change in the dues structure the Union shall provide written notice to the Employer.
- 3.04 It is agreed that only Union employees shall perform established bargaining unit work. The Employer further agrees to make every attempt not to contract-out bargaining unit work.
- 3.05 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership. The Employer will provide a private setting for this interview.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 There shall be no lockout by the Employer or strike on the part of the Union or Employees during the life of this Agreement.

ARTICLE 5 - SENIORITY

- 5.01 Seniority shall be defined as length of continuous service with the International Brotherhood of Electrical Workers Local 353.
- 5.02 Each employee when hired shall be on probation for a period of one hundred and eighty (180) days. During the term of the probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Employment of employees may be terminated any time during the probationary period without any recourse whatsoever. Upon the completion of the probationary period seniority shall be effective as of the original date of employment.
- 5.03 In promotions and layoff, seniority shall be the only consideration subject to the employee's ability to satisfactorily perform the work required. All temporary employees shall be laid off first. No temporary employees shall be hired until laid-off employees have been afforded the opportunity to be recalled. Employees shall be provided with one (1) month's written notice of lay-off or pay in lieu thereof.
- 5.04 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for just cause.
- 5.05 An employee, other than a probationary employee who has been laid off shall retain the right to recall for twelve (12) months. If a former employee is recalled and accepts employment within twelve (12) months then they shall be credited with the seniority acquired up to such layoff.
- 5.06 The Employer will supply a seniority list to the steward upon request. There shall be no more than two (2) requests per year.
- 5.07 The employees granted leave of absence shall continue to accumulate their seniority while on leave of absence for the first ninety (90) days of such leave and retain their seniority thereafter.
- 5.08 Effective June 1, 1996 all newly hired part-time employees and any full-time employee who elects and is approved by the Employer to work part-time shall earn seniority on a pro-rata basis. Part-time employees hired prior to the above date shall continue to earn seniority as past practised.

ARTICLE 6 - PROMOTIONS AND TEMPORARY VACANCIES

6.01 Promotion is hereby defined as a move from a lower classification to a higher classification within the bargaining unit.

- 6.02 Any new positions or permanent vacancies coming from the scope of this Agreement shall be filled from within the Bargaining Unit before hiring new employees, provided that suitable employees are available with the necessary qualifications and capabilities to fill the vacant positions.
- 6.03 Notice of job vacancies, other than temporary vacancies shall be posted on the bulletin board of the Employer for a period of five (5) working days prior to the making of any appointment to the job. The Union will be notified of who the successful applicant is.
- 6.04 After a two (2) month familiarization period an employee may return to his/her former classification without loss of seniority and at the rate of salary paid for that classification on the date of return.
- 6.05 An employee who is promoted to a higher position shall receive the minimum of the new job classification or a five percent (5%) increase whichever is greater.
- 6.06 When an employee is required to fill a temporary vacancy for five (5) days or more on a higher rated job the employee shall receive the applicable rate for the job immediately, in accordance with clause 6.05 above.
- 6.07 Temporary full-time employee shall mean an employee engaged to fill a temporary vacancy created by the absence from the workplace of a regular member of the staff or to carry out short-term work not to exceed twelve (12) months, on the basis of a regular workweek. Temporary workers are eligible for all benefits after 6 months (if hours are in-line) providing they meet plan eligibility requirements.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.01 (a) The work week shall consist of five (5) working days totalling thirty-five (35) hours per week. The work week shall be seven (7) hours per day Monday thru Friday from 7:30 a.m. to 3:30 p.m. or 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch. Employees shall rotate between these shifts on a monthly basis. In special circumstances, employees can be assigned a permanent shift for a maximum of three (3) consecutive months.

Training Centre

Training Centre Staff shall work from 7:30 a.m to 3:30 p.m. or 8:30 a.m. to 4:30 p.m. normally. Employees shall rotate between these shifts on a monthly basis. Training Centre staff may be required to work a later shift during peak periods to accommodate the Employer's needs. The later shift will be between 9:30 a.m to 5:30 p.m. except Fridays which will be 8:30 a.m to 4:30 p.m.

Flex Hours Option

An employee shall work seventy (70) hours in a two-week period divided into the following manner:

SHIFT 1		
WEEK 1		
Monday – Thursday	7:30 a.m. – 4:30 p.m.	32 hours
Friday	Rotate Regular Shifts 7:30 a.m. – 3:30 p.m. or 8:30 a.m. – 4:30 p.m.	7 hours
WEEK 2		
Monday	OFF	
Tuesday – Thursday	7:30 a.m. – 4:30 p.m.	24 hours
Friday	Rotate Regular Shifts 7:30 a.m. – 3:30 p.m. or 8:30 a.m. – 4:30 p.m.	7 hours
	TOTAL HOURS	70 hours

SHIFT 2		
WEEK 1		
Monday	OFF	
Tuesday – Thursday	7:30 a.m. – 4:30 p.m.	24 hours
Friday	Rotate Regular Shifts 7:30 a.m. – 3:30 p.m. or 8:30 a.m. – 4:30 p.m.	7 hours
WEEK 2		
Monday – Thursday	7:30 a.m. – 4:30 p.m.	32 hours
Friday	Rotate Regular Shifts 7:30 a.m. – 3:30 p.m. or 8:30 a.m. – 4:30 p.m.	7 hours
	TOTAL HOURS	70 hours

When an employee is on vacation for a full calendar week or more, the schedule shall be revised on her return in the next full two-week block. When an employee is on vacation for less than a calendar week, the schedule shall be revised to ensure that each employee has thirty-five (35) hours off for each week of vacation that she is entitled to by reverting to the normal hours. As of June 1, 2010 the parties agree that flex hours will be suspended from July 1 to September after Labour Day.

(b) Summer Hours

During the months of June, July, August and September, there will be two shifts on Friday from 7:30 am to 3:00 pm and 8:00 am to 3:30 pm.

In the event of shortage of staff due to illness, the Employer shall have the right to employ temporary staff as required in the event that the need for a temporary position exceeds two (2) weeks. A request for assistance will be made to COPE Local 343 for

temporary staff within one (1) day before any alternate source of assistance will be investigated.

- 7.02 Where an employee is required to forego all or part of his/her lunch at the request of the Employer, such time will be paid at the rate of time and one-half (1½).
- 7.03 Employees shall be granted time off for a rest period without loss of pay ten (10) minutes during the morning and ten (10) minutes during the afternoon. Smoking is permitted on breaks in assigned smoking area. No more than two (2) employees from the bargaining unit permitted at any one time.
- 7.04 Employees shall receive a meal allowance if required to work more than two (2) hours after their regular quitting time.
- 7.05 Employees shall be paid at the rate of time and one-half (1½) for overtime worked beyond the regular quitting time on Monday to Friday inclusive. The Employer agrees to distribute overtime as equitably as possible. Employees who are requested to work overtime and decline will be considered to have worked for the purpose of establishing records.
- 7.06 Employees required to work on Saturdays, Sundays and paid holidays, shall be paid at the rate of double time.
- 7.07 Should the Employer require a shift change, such change shall be offered in order of seniority.

ARTICLE 8 - WAGES

- 8.01 (a) The salary increase shall be as follows:
 - ▶ 1.62% in the first year, a 1.67% increase in the second year and a 1.73% increase in the third year for all classifications
- (b) Employees shall be paid weekly as follows:

Level	June 1, 2016	June 1, 2017	June 1, 2018
Level 3	\$714.10	\$726.03	\$738.59
Level 3 at six months	\$743.22	\$755.63	\$768.70
Level 3 at twelve months	\$772.32	\$785.22	\$798.80
Level 2	\$849.56	\$863.75	\$878.69
Level 1	\$1,136.22	\$1,155.19	\$1,175.17
Welfare Supervisor	\$1,423.95	\$1,447.73	\$1,472.78
Summer Student	Flat Rate of \$473.00		

- 8.03 Wage slips to be given employees, in envelopes, no later than one (1) week after the earned pay period.

ARTICLE 9 - PAID HOLIDAYS

- 9.01 (a) Employees shall be given the following paid holidays without loss of salary: New Year's, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Thanksgiving Day, Christmas Eve, Christmas Day, Boxing Day, ½ day before New Year's, Labour Day, Birthday.
- (b) There will be an additional one-half (½) day granted to all employees for the day before New Year's Day. It is understood that the office shall be staffed with four (4) employees for the half day before New Year's. The staffing arrangement shall be on a rotating basis with seniority as the governing factor.
- (c) Employees who are required to work the ½ day before New Year's shall be credited with a ½ day to be taken at a time mutually convenient to both parties.
- 9.02 When a holiday falls within an employee's vacation period the employee shall be entitled to an equal amount of time off in lieu thereof.
- 9.03 When one of the above holidays fall on a day which is not regularly a scheduled working day, the holiday shall be taken on the next working day after the holiday.

ARTICLE 10 - VACATIONS

- 10.01 Employees shall be entitled to annual vacations with pay according to their service with the Employer as follows:

Up to one (1) year	- Employment Standards
After one (1) year	- three (3) weeks
After three (3) years	- four (4) weeks
After six (6) years	- five (5) weeks
After twenty (20) years	- six (6) weeks

- 10.02 The choice of vacation shall be granted in line with seniority until March 31st of each year and from that time on a first come, first choice basis provided the employer has at least eight (8) employees available to perform the required work. The employer agrees to provide all COPE members with an accurate tally of vacation entitlement by the 1st of March annually. The Employer reserves the authority to designate vacation periods in a manner consistent with the efficient operation of the office. Vacation requests will not be granted unless a minimum of two (2) weeks written notice is given. Vacation requests will not be unreasonably denied. The Office Manager shall make up the schedule by April 1st.

Employees wishing to split their vacation entitlement into increments of less than (4) consecutive days may do so, but can only exercise seniority for one (1) such period.

Any vacation cancellations after March 1st of each year will be posted and offered to those individuals who had their request denied.

- 10.03 An employee whose employment is terminated shall be paid vacation pay in the amount of their regular salary for each week of vacation to which they are entitled.
- 10.04 More than three (3) weeks vacation may be taken at one time subject to prior notice and authorization. Such authorization shall not be unreasonably denied.
- 10.05 Employees shall be permitted to hold over unused vacation credits from year to year to a maximum of one (1) week.
- 10.06 Employees who become ill during their vacation period shall be permitted to draw from their sick leave bank and have their vacation bank credited, provided a doctor's note is supplied to the Employer.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 If an employee has a complaint she shall take the matter up verbally with the officer to whom she reports within fifteen (15) days from the date the employee ought reasonably to have known about the incident which led to the complaint. She may have the assistance of her steward in presenting her complaint to the officer.
- 11.02 Within ten (10) working days or such time as mutually agreed after the officer's verbal answer, the employee shall state the grievance in writing and present it to the officer concerned. She may have the assistance of her steward in presenting the grievance. Within ten (10) days of receipt of the grievance the officer shall state her decision in writing to the grievor or the steward.
- 11.03 If the grievance is not resolved to the satisfaction of the union, the union shall request a meeting with the Business Manager within ten (10) days of having received the answer from the officer as per Article 11.02. The meeting shall be held within ten (10) days after receipt of the request by the Business Manager. The Business Manager shall state his/her decision in writing within ten (10) days after the meeting.
- 11.04 Either party within sixty (60) days after a decision by the Business Manager may refer the grievance to arbitration in accordance with Article 11.08.
- 11.05 At any step of this procedure time limits may be extended by mutual agreement of the parties.
- 11.06 The employer agrees to allow reasonable lost time for the steward to process grievances. Written permission shall be obtained from the supervisor to leave regular office duties to deal with a grievance, attend meetings or otherwise carry on duties associated with their position. This shall be considered as time worked and without loss of pay for the purpose of salary, service and attendance record. Such permission shall not be unreasonably withheld. In the case of arbitration the steward shall be reimbursed lost wages.
- 11.07 Meetings shall be held at the location where the grievor works and/or may be facilitated by conference call.

11.08 Arbitration

- (a) Where a decision has been made by either party to arbitrate a grievance in accordance with Article 11.04 of this Agreement, they shall notify the other party in writing of their desire to do so and shall submit the name of one (1) or more prospective arbitrators. The recipient of the notice shall inform the other party that it is agreeable to one (1) of the nominees or shall suggest other prospective names within ten (10) days. Should the employer and the union fail to agree upon an arbitrator within ten (10) days or within such further time as may be mutually agreeable, either party may apply to the Minister of Labour in the province where the grievance occurred requesting the appointment of an arbitrator.
- (b) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute new provisions in lieu thereof, nor to give any decision inconsistent with the general terms of this Agreement.
- (c) The arbitrator is empowered to change the penalty imposed in a discharge or discipline grievance in any manner which she/he considers will result in a just disposition of the grievance.
- (d) The employer and the union shall jointly bear the expenses of the arbitrator.

ARTICLE 12 - SICK LEAVE

- 12.01 Periods of absence due to illness for three (3) or more days shall be evidenced by a medical doctor's certificate.
- 12.02 Cumulative sick leave credits shall accumulate from year to year on the basis of one day's allowance for each month worked. This accumulation will be prorated for those who are scheduled to work twenty-eight (28) hours per week or less.
- 12.03 Sick leave may only be used in the event of sickness or accident. Sick leave may also be used in order to attend to ill members of the family or in cases of emergency situations to a maximum of five (5) days per year.
- 12.04 It is understood and agreed that there shall be a sick leave record kept and that all sick leave shall be initialed by both the Employer and the Employee.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Jury or Witness Duty

Leave of absence with pay, less any statutory remuneration shall be granted to an employee called for jury duty or subpoena to witness. The employee shall provide supporting documents.

- 13.02 Employees who are representatives of the Union may upon written request, be granted time off without pay to attend to Union business. Written permission for such leave shall not be unreasonably withheld. Such permission shall only be granted to one employee at a time.

13.03 **Bereavement**

An Employee shall be permitted time off from work with pay for the purpose of arranging and attending the funeral of a member of their immediate family up to a maximum of five (5) days for spouse, or partner (including same sex), child, grandchild, parent, step-parent, sister, brother; and up to a maximum of three (3) days for mother-in-law, father-in-law, or grandparents. An unpaid extension of such leave shall not be unreasonably denied.

- 13.04 Commencing January 1st of each year, each member of the bargaining unit shall be allowed for good reason up to three (3) days paid leave annually. Such leave shall not accrue from one year to another if not used in that year. Each application of leave of absence must be made in writing to the Supervisor other than emergency situations and shall indicate reasons for the application thereof. Written request must be submitted at least three (3) working days in advance, other than emergency situations. The Supervisor will provide the Employee with an answer within one (1) working day after receiving the written request. Employees shall not be allowed to use leave of absences for extending vacations or the day prior to or following a paid holiday. The following situations will be covered: medical, dental appointments, and legal appointments; as well as, family or childcare emergencies.

The three (3) paid annual leave days will include bereavement leave not covered in 13.03. Three (3) days leave shall be pro-rated for employees not working a full year but in line with statutory requirements.

- 13.05 The Employer will give due consideration to granting leave of absence without pay for personal reasons.

13.06 **Pregnancy, Parental and Adoption Leaves**

Accrual of Seniority and Benefits while on Pregnancy/Parental/Adoption Leave

Pregnancy, parental and adoption leave provisions apply to regular full-time employees with a minimum of thirteen (13) weeks of service.

A pregnant employee is entitled to a pregnancy leave of seventeen (17) weeks. The distribution of the pregnancy leave will be at the employee's option.

An employee will be allowed an additional maximum thirty-five (35) weeks for parental leave to apply following the birth or adoption of a child. New parents who don't take pregnancy leave are entitled to thirty-seven (37) weeks of parental leave.

The employee must give written notification to the employer at least four (4) weeks prior to the date of taking maternity/parental/adoption leave and must include the expected return date of the employee. Should an employee on leave wish to terminate the leave before the original notice date, she can do so with written notice to the employer of at least four (4) weeks prior to the new date of termination of leave.

If, for medical reasons, an employee must leave her position before it was forecast, the employer will accommodate.

The following payments and benefits will apply to the pregnancy/parental/adoption leaves:

Pregnancy Leave (Birth of a Child)

- a) Employees will receive no salary for the first two (2) weeks of the seventeen (17) week pregnancy leave as per legislation.
- b) Employees will receive a lump-sum payment equivalent to sixty-five percent (65%) of two (2) weeks salary.
- c) Employees will receive a regular supplementary payment from the employer that, when added to her Employment Insurance benefits will equal sixty-five percent (65%) of her original salary for the term of the leave.

Parental Leave (Birth or Adoption)

An employee will be allowed a maximum thirty-five (35) weeks for parental leave to apply following the birth or adoption of a child. New parents who don't take pregnancy leave are entitled to thirty-seven (37) weeks of parental leave.

The employee must give written notification to the employer at least four (4) weeks prior to the date of taking maternity/parental/adoption leave and must include the expected return date of the employee. Should an employee on leave wish to terminate the leave before the original notice date, she can do so with written notice to the employer of at least four (4) weeks prior to the new date of termination of leave.

An employee shall indicate at the time of taking such leave whether she opts for the additional leave. Employees will receive the difference between sixty –five percent (65) % of salary and EI benefits the employee is eligible to receive during the term of the leave.

Adoption Leave

The employee who legally adopts or comes into the care and control of a child who does not benefit from the leave mentioned in the preceding paragraph is entitled to a paid leave of a maximum duration of two (2) working days.

Accrual of Seniority and Benefits while on Pregnancy/Parental/Adoption Leave

During pregnancy/parental/adoption leaves and the extensions provided for in the Agreement, an employee continues to accrue, as long as they are entitled to them normally, the following benefits:

Accumulation of vacation credits, accumulation of seniority, continued benefits coverage but excluding RRSP and pension contributions.

Returning from a Pregnancy/Parental /Adoption Leave

The replacement of the employee for a pregnancy/parental/adoption leave shall be considered a

temporary one. If the employee on leave intends to return to work after her leave is over, she shall advise the employer of her intent at least four (4) weeks before the expiration of her leave and the employer shall return the employee to her former job and classification, should it continue to exist, or to a comparable job if it does not, at the rate prevailing at the date she returns to work.

Union Leave

- (a) Leave of absence without pay but with continuing seniority shall be granted to one (1) employee, in the event the employee is elected or selected as a full-time representative of any recognized Local, National or International Union; as a delegate to any convention or conference of such a Union or for any other official Union business, subject to the following conditions:
 - (i) Such leave shall not exceed a period of one (1) year but may be subject to renewal at the expiration of one (1) year. Such renewal shall not be unreasonably denied.
 - (ii) For leave of absence of two (2) weeks or less, the employee will give as much notice as possible of necessity for leave of absence and in no circumstances shall the notice be less than one (1) week for periods up to one (1) week and two (2) weeks for periods of up to two (2) weeks.
 - (iii) For leave of more than two (2) weeks duration the employee concerned shall give a minimum of one (1) month's notice prior to taking such leave and one (1) month's notice prior to returning from such leave.
 - (iv) Any employee on union leave for an extended period of time shall have the right at any time to return on one (1) month's notice to terms no less favourable than at the time of taking such leave, but without guarantee of her same job.
 - (v) Above Leaves of Absence of less than one year shall not exceed for the unit, 30 days per year.
 - (vi) For Leaves of Absences of less than one year, the Employer shall recognize that a second person may request union leave. Such request shall be in writing, shall follow the same notice requirements as above and shall not be unreasonably denied.

13.07 For all leaves of absence, the employee shall return to the classification that she left from or, if no longer in existence, then comparable or as close as possible.

ARTICLE 14 - DISCHARGE AND DISCIPLINARY ACTION

14.01 The Employer shall not impose disciplinary penalties which are unreasonable or unjust. The Employee may be accompanied by the Steward. In the event of a claim that an Employee had been discharged or disciplined unjustly or unreasonably the claim shall be subject to the provisions of the Grievance Procedure provided in *Article 11*.

14.02 Before discharging an Employee, the Employer shall discuss thoroughly with the Employee and a representative of the Union the reasons for which he/she is considering the discharge.

ARTICLE 15 - GENERAL

- 15.01 The Union may from time to time bring to the attention of the Employer any suggestions in regard to improvement of working conditions.
- 15.02 Periodic meetings will be held between the Committee representing the Employer and the Committee representing the Union to solve mutual problems which may arise.
- 15.03 Union Label: All printed work produced in the office of the Employer will bear the Local 343 COPE label if such work is performed by a member of the Union.
- 15.04 Technological Change: The Employer recognizes that the introduction of electronic data processing equipment, computer equipment or automated machines should be accomplished with due regard for the Employees. In the event such changes affect existing staff, the Employer shall discuss with the Union with a view to absorbing the staff in other positions and if retraining programs are feasible qualified staff will be given the first priority. No persons filling jobs within the presently existing bargaining unit will be subject to layoff or discharge as a result of the introduction of new equipment or processes.
- 15.05 The Employer shall make semi-annual equipment checks. A list of testing companies to be provided by COPE Local 343.
- 15.06 The parties agree that it is the responsibility of the Employer to provide and pay for job related training that they require.
- 15.07 Instructional Courses - The Employer will pay one hundred percent (100%) of course fees if approved in advance and if the applicant successfully completes the course. The course is to be deemed job related.
- 15.08 The Employer agrees to recognize one (1) Health and Safety Representative elected or appointed by the Bargaining Unit. The Employer further agrees to provide training to such representative without loss of wages or benefits. Such training shall take place during the normal working day.
- 15.09 Schedules
The Employer shall post and provide the shop steward with a seniority list once yearly or upon any change in its content. In January of each calendar year employees shall receive from the Employer a record indicating their remaining sick leave credits. A record indicating employees vacation credits shall be maintained by the Employer and given to all employees in January of each year.

ARTICLE 16 - WELFARE

- 16.01 The Employer shall pay the applicable single or family coverage for all employees for Local 353 Welfare Trust Fund benefit package.

ARTICLE 17 – RRSP & PENSION

- 17.01 (a) In addition to wages, 4% of gross salary to be remitted monthly to RRSP on behalf of employees. An additional 8% of gross salary to be remitted monthly to the Local 353 Pension Plan.

The employer agrees to integrate the COPE Local 343 bargaining unit into the trust fund documents to be included in the IBEW 353 post-retirement pension welfare benefits.

ARTICLE 18 - RIGHTS AND PRIVILEGES

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

ARTICLE 19 - SEVERANCE

- 19.01 Severance pay shall be granted in accordance with the Employment Standards Act.

ARTICLE 20 - NO DISCRIMINATION

- 20.01 The Employer agrees that there will be no discrimination of any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

ARTICLE 21 - TERMINATION

- 21.01 The Agreement shall remain in effect from June 1, 2016 until May 31, 2019 and thereafter shall be renewed from year to year unless within ninety (90) days prior to termination of the term either party serves upon the other party notice of its desire to make a change therein. Within a reasonable time of receipt of such notice the parties shall meet to negotiate changes and renewal of this Agreement.

cope 343

COPE ONTARIO and IBEW LOCAL 353

Anti-Harassment - Letter of Understanding

IBEW Local 353 wants to provide a harassment free environment.

Mutual respect must be the basis of interaction in the workplace and at all *functions and activities including meetings, courses, conferences and conventions*. The cooperation of all is needed to create a harassment free environment.

Harassment is not a frivolous matter. It creates feelings of uneasiness, humiliation and discomfort.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control; such as sex, race, age, creed, colour, marital status, sexual orientation, disability, political or religious affiliation or place of national origin.

Harassment on any of these grounds can be the basis of a complaint.

Harassment can be defined as any unwelcome or unwanted action by any person, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

“Unwelcome” or “unwanted” in this context means any action which the harasser(s) knows or ought reasonably to know is not desired by the victim of the harassment.

“Workplace Sexual Harassment,” includes vexatious and unwanted comment against a worker because of sexual orientation, gender identity, or gender expression, as well as sexual solicitation and advances.

There are two principles that are fundamental to our UNION: human rights and solidarity. **COPE members** will assist with IBEW Local 353 in combating harassment. COPE Ontario considers harassment of any kind a serious offence. Complaints of harassment must be investigated jointly by the Employer and the Union.

All issues must be handled with confidentiality.

cope343

Updated November 14, 2016

APPENDIX IV - SUB PLAN

1. The objective of the plan is to supplement the employment insurance received by workers for unemployment caused by maternity/parental leave.
2. The following group of employees are covered by the plan: COPE Local 343 members that have accrued (13) weeks of service.
3. The benefit level paid under the plan is the difference between EI gross benefits (plus any other earnings elsewhere) and 65% of the employees' normal weekly salary. It is understood that in any week, the total amount of SUB, employment insurance gross benefits and any other earnings received by the employee will not exceed 90% of the employee's normal weekly earnings. The duration of the benefit is for the duration of maternity/parental leave benefits payable under EI (including the waiting period).
4. The duration of the plan is for the life of the Collective Agreement.
5. Employees do have the right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
6. Employees must apply for EI benefits before SUB becomes payable.
7. Employees disentitled or disqualified from receiving EI benefits are not eligible for SUB.
8. The Employer will inform the Canada Employer & Immigration Commission of any changes to the plan within thirty (30) days of the effective date of the change.
9. The plan is financed from the Employer's general revenues. Sub payments will be kept separate from payroll records.
10. The employee must provide the Employer with the proof that he or she is getting EI benefits.
11. The Employer uses the benefit stub to verify that the employees are receiving EI benefits or all other earnings. The company's Revenue Taxation Business number is 128058500.
12. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.