

# **COLLECTIVE AGREEMENT**

**- Between -**

## **JOINT APPRENTICESHIP COUNCIL**

**(hereinafter referred to as the "Employer")**

**- and -**

## **CANADIAN OFFICE & PROFESSIONAL**

## **EMPLOYEES UNION, LOCAL 343**

**(hereinafter referred to as the "Union")**

**June 1, 2014 to May 31, 2017**

## INDEX

ARTICLE	DESCRIPTION	PAGE
1	Definitions	3 - 4
2	Recognition	4
3	Union Security	4
4	Strikes and Lockouts	4
5	Seniority	4 - 5
6	Promotions and Temporary Vacancies	5
7	Hours of Work, Overtime and Apprentice/Staff Ratio	5 - 6
8	Wages	7
9	Paid Holidays	8
10	Vacations	8 - 9
11	Grievance/Arbitration Procedure	9 - 10
12	Sick Leave and Medical Appointments	10
13	Leaves of Absence	10 - 12
14	Discharge and Disciplinary Action	12
15	General	12
	<ul style="list-style-type: none"><li>• 15.02 Labour Management Meetings</li><li>• 15.03 Union Label</li><li>• 15.04 Technological Change</li><li>• 15.05 Staff Professional Development</li><li>• 15.06 instructional Courses</li><li>• 15.07 Health and Safety</li><li>• 15.08 Seniority List and Sick Leave Credits</li><li>• 15.09 Work Boots</li></ul>	
16	Employee Benefits	12
17	Rights and Privileges	12
18	Severance	13
19	No Discrimination	13
20	Car and Mileage Allowance	13
21	Harassment and Bullying	13 - 14
21-22	Termination	14

## **ARTICLE 1 - DEFINITIONS**

- 1.01 The terms "Employer" and "Management" as used herein shall mean the Joint Apprenticeship Council.
- 1.02 For the purpose of interpreting this Collective Agreement, the following definitions have been agreed by the parties:
- (a) The term "Union" as used herein shall mean Local 343 of the Canadian Office & Professional Employees Union.
  - (b) The term "Bargaining Unit" as used herein shall mean all employees of the Joint Apprenticeship Council in the City of Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar and the Towns of Ajax and Pickering in the Regional Municipality of Durham, save and except the Director. Instructors and the Assistant Director and those above the rank of Assistant Director.
  - (c) The term "Employee" or "Employees" as used herein shall mean only such persons as are included in the above defined bargaining unit.
  - (d) The term "Part-time employee" as used herein shall mean an employee who regularly works for not more than twenty-four (24) hours per week. Part-time employees shall be covered by all conditions of this Agreement.
  - (e) The term "Full-time employee" as used *herein* shall mean any person who is employed for more than twenty-four (24) hours per week.

The term "Permanent employee" as used herein shall mean any person who has successfully completed the probationary period.

- (f) The term "Day" as used herein shall mean:
  - (i) "day" - calendar day
  - (ii) "working day" will be all days except weekends, statutory holidays and days when the office is closed including the shutdown.
- (g) The term "Year" as used herein shall mean one calendar year (i.e. January 1 to December 31).
- (h) The term "Spouse" as used herein shall include common-law spouses and same sex partners who meet the definition of common-law spouse, which means a person who has been living in a conjugal relationship with an employee for at least a year.

The term "Work Year" as used herein shall mean, unless otherwise specified in the Collective Agreement, the work year for the calculation of all entitlements, including but not limited to paid leaves of absence and appointment time, shall be the calendar year, January 1 to December 31.
- (i) The term "Supervisor" as used herein shall mean the Department Supervisor, Manager, Director or other management personnel placed in charge by the Employer.
- (k) The term "Vacancy" as used herein shall mean a probationary or permanent position that exists.
- (l) The term "Probationary Employee" as used herein shall mean an employee who is hired to fill a permanent position and shall be on probation for the first six (6) months from their date of hire.
- (m) The term "Summer Help Employee" as used herein shall mean a person who is hired to work during the summer months of June, July and/or August. Summer help employees shall have Union dues deducted from their wages and shall not accumulate seniority.

- (n) The term "Temporary Employee" as used herein shall mean a person who is hired to replace a permanent employee on authorized leave as per the provisions of the Collective Agreement. The duration of employment for these employees is contingent on the duration of the approved leave.

Temporary employees shall be paid at the rate of pay for the position worked and shall pay Union dues in accordance with the collective agreement. Temporary employees shall not accumulate seniority.

## **ARTICLE 2 - RECOGNITION**

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

## **ARTICLE 3 - UNION SECURITY**

- 3.01 Any person hereafter employed must make 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 six (6) month 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 beginning from the first pay period of each employee and shall submit those dues to the office of the Union on the 10<sup>th</sup> 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. Bargaining unit members shall not perform apprentice/electrical trade information sessions. 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 lock out 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 Joint Apprenticeship Council.
- 5.02 Each employee when hired shall be on probation for a period of six (6) months. 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 the employee shall be considered permanent and seniority shall be effective as of the original date of employment.
- 5.03 In promotions and layoff, seniority within job classifications 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) months 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 and is not reinstated through the grievance or arbitration process.
- 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 Employees granted leave of absence shall not accumulate seniority while on leave of absence but shall retain their seniority thereafter. Notwithstanding the foregoing, employees on pregnancy and/or parental leave or on sick leave shall continue to accumulate seniority for the duration of such leave.
- 5.08 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 June 1, 2011 shall continue to earn seniority as past practiced.
- 5.09 Part-time employees shall have their seniority pro-rated on the basis of the number of hours worked over the number of hours of a full-time employee. Should a part-time employee be promoted to a full time position, seniority shall be calculated on the basis of one thousand eight hundred and twenty (1820) hours equals one (1) year.

## **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 in accordance with Article 5.03 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 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.

## **ARTICLE 7 - HOURS OF WORK, OVERTIME AND APPRENTICE/STAFF RATIO**

- 7.01 (a) i) The work week shall be seven (7) hours per day, thirty-five (35) hours per week Monday through Friday from 8:00 a.m. to 4:00 p.m. with a one (1) hour lunch.
- ii) Upon agreement between the employees and the Employer, regular daily hours may be altered to increase or decrease from seven (7) hours per day and outside the limit of 8 :00 a.m. to 4 :00 p.m. provided that the regular weekly hours to not exceed thirty-five (35) hours per week.
- iii) Counsellors will split Monday and Thursday hours (10 :00 a.m. to 6 :00 p.m.) in a fair and equitable manner.
- (b) **Summer Hours**

During the months of June, July and August, the hours will be from 8:00 a.m. to 4:00 p.m.

In the event of shortage of staff due to illness or pregnancy and parental leave, 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.

- 7.02 Employees shall be paid at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay for authorized work performed in excess of seven (7) hours per day or thirty-five (35) hours per week. 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.
- 7.03 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.
- 7.04 Employees required to work on Saturdays shall be paid at the rate of time and one-half (1½) the regular rate of pay for all hours worked. Employees required to work on Sundays and paid holidays, shall be paid at the rate of double time.
- 7.05 Employees shall be granted time off for a rest period without loss of pay fifteen (15) minutes during the morning and fifteen (15) 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.
- 7.06 Employees shall receive a meal allowance if required to work more than two (2) hours after their regular quitting time.
- 7.07 Should the Employer require a shift change, such change shall be offered in order of seniority.

7.08 **Call-in**

An employee called in to work after the employee has left work, or on a day which is not a regular working day shall be paid a minimum of four (4) hours of pay at the employee's appropriate overtime rate.

7.09 **Lieu Time**

- (a) Subject to the provisions of Articles 7.02, 7.03, 7.04, and 7.05 of this agreement, an employee required to work beyond thirty-five (35) hours per week, or to work on Saturday shall be entitled to be paid or take lieu time off. If the employee chooses to take lieu time off instead of being paid at the overtime rate, such lieu time shall be taken at the applicable overtime rate. For the purposes of the calculation of the thirty-five (35) hours, approved absences in accordance with the Collective Agreement shall be counted as time worked.
- (b) Employees shall make arrangements to take lieu time earned through overtime during one calendar year no later than the December 31 of the calendar year in which it was earned. Arrangements for time in excess of one (1) week shall be submitted at least fifteen (15) working days prior to the commencement of the lieu time and approval must be given not less than one (1) week after the request has been made and in no case later than May 1 for time to be taken during July and August.

Other requests to use lieu time shall be submitted at least three (3) working days prior to the date(s) on which the lieu time is to be taken.

Requests for scheduled lieu time in accordance with this Article shall not be unreasonably denied and the employee shall have the right to take the lieu time earned by December 31 of the calendar year in which it was earned.

- 7.10 The Employer shall ensure that the assignments of work within a job classification are fair and equitable.

**ARTICLE 8 - WAGES**

**FULL TIME SUPPORT SERVICES**

	June 1, 2014		June 1, 2015		June 1, 2016	
	Weekly	Annually	Weekly	Annually	Weekly	Annually
Level 1 *	\$706.88	\$36,758	\$725.54	\$37,728	\$744.69	\$38,724
Level 2 *	\$782.91	\$40,711	\$803.58	\$41,786	\$824.79	\$42,899
Level 3 *	\$864.25	\$44,941	\$887.07	\$46,127	\$910.49	\$47,345

**FULL TIME COUNSELLOR**

June 1, 2014		June 1, 2015		June 1, 2016	
Weekly	Annually	Weekly	Annually	Weekly	Annually
\$1,118.42	\$58,158	\$1,147.95	\$59,693	\$1,178.26	\$61,269

**PART TIME (HOURLY)**

	June 1, 2014	June 1, 2015	June 1, 2016
Level 1 *	\$20.20	\$20.73	\$21.28
Level 2 *	\$22.37	\$22.96	\$23.57
Level 3 *	\$24.69	\$25.34	\$26.02

Counsellor	June 1, 2014	June 1, 2015	June 1, 2016
	\$31.95	\$32.80	\$33.66

- \* Level 1 – Reception, Data Entry, Log Cards, Filing, Filing Orders, Mail/Courier, Text Book Tracking
- \* Level 2 – STCs, Finances, Safety, S & O Preparation, Reception Coverage
- \* Level 3 – MTCU dealing with processing government documents i.e. RTA's and RRTA's, CofQ

**PROBATIONARY EMPLOYEES** will be paid fifteen (15) percent below the classification rate for six (6) months.

- 8.01 Wage slips to be given employees, in envelopes, no later than one (1) week after the earned pay period.
- 8.02 Each employee will be provided with a copy of their Position Description Form (PDF) within three (3) months following date of ratification. New employees shall be provided with a PDF upon date of hire.

## **ARTICLE 9 - PAID HOLIDAYS**

9.01 (a) Employees shall be given the following paid holidays without loss of salary:

New Years, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Thanksgiving Day, one half (1/2) day Christmas Eve, Christmas Day, Boxing Day, New Years' Day and Labour Day.

(b) Any other day that may be declared a legal holiday by the Provincial and Federal Governments, The Employer further agrees that should this new holiday or Canada Day fall on a Saturday or Sunday and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed to by the Employer and the employee.

All employees shall have the days between Boxing Day and New Years' Day off with pay as follows:

For 2014	December 26	Returning to work on January 5, 2015
For 2015	December 26	Returning to work on January 4, 2016
For 2016	December 26	Returning to work on January 3, 2017

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 Vacation shall be calculated on January 1<sup>st</sup> of each year. Employees shall be entitled to annual vacations with pay according to their service with the Employer as follows:

- Less than one year of service 4% vacation pay
- One year but less than five years — 2 weeks
- Five years of service but less than 10 years — 3 weeks
- Ten or more years of service — 4 weeks

Part time employees shall be entitled to vacation pay as follows:

- Less than one year of service – 4%
- Greater than one year – 6%

10.02 The choice of vacation requests shall be granted in line with seniority until January 1<sup>st</sup> of each year and from that time on a first come, first choice basis provided the Employer has at least two (2) employees available to perform the required work. A minimum of two (2) weeks' written notice will be given by employees. Notwithstanding the foregoing, the Employer recognizes that there may be times when an employee is unable to give two (2) weeks' notice due to circumstances beyond the employee's control. In such situations the Employer will not deny a vacation request for failure to give two (2) weeks' notice. Vacation requests will not be unreasonably denied. The Employer shall make up the schedule by April 1<sup>st</sup>.

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 1<sup>st</sup> 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 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 ten (10) days.
- 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 the employee shall take the matter up verbally with the Director within fifteen (15) days from the date the employee ought reasonably to have known about the incident which led to the complaint. The employee shall have the assistance of a Steward in presenting the complaint to the Director.
- 11.02 Within ten (10) working days or such time as mutually agreed after the Director's verbal answer, the employee shall state the grievance in writing and present it to the Director. The employee shall have the assistance of a Steward in presenting the grievance. Within ten (10) days of receipt of the grievance the Director shall state their decision in writing to the grievor and the Steward.
- 11.03 If the grievance is not resolved to the satisfaction of the Union, the Union shall request a meeting with the Executive Vice-President of the Greater Toronto Electrical Contractors Association (GTECA) within ten (10) days of having received the answer from the Director as per Article 11.02. The meeting shall be held within ten (10) days or such other date as agreed to between the parties, after receipt of the request by the Executive Vice-President of the GTECA. The Executive Vice-President of the GTECA shall state their decision in writing within ten (10) days after the meeting.
- 11.04 Either party within sixty (60) days after a decision by the Executive Vice-President of the GTECA 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 Director to leave regular duties to deal with a grievance, attend meeting 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 arbitrators 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 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 the arbitrator 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 AND MEDICAL APPOINTMENTS**

- 12.01 Employees shall be credited on January 1<sup>st</sup> of each year with seven (7) sick days.
- 12.02 Periods of absence due to illness for three (3) or more days shall be evidenced by a medical Doctors certificate. The Employer shall reimburse employees for the cost of obtaining a medical certificate.
- 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 initiated by both the Employer and the employee.
- 12.05 The Employer will grant time off with pay, for necessary medical and dental appointments for employees and immediate family members, which cannot be scheduled for off-duty hours. Unless prevented by an emergency, the employee will give the Employer at least forty-eight (48) hours advance notice of such appointments.

## **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 Union Leave**

- (a) 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.
- (b) 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 organized Local, or National 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) months' notice prior to taking such leave and one (1) months' 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) months' notice to terms no less favourable than at the time of taking such leave, but without guarantee of the employee's same job.
- (v) Above leaves of absence of less than one (1) year shall not exceed for the unit, thirty (30) days per year.

- (vi) For leaves of absence of less than one (1) 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.

### 13.03 **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 three (3) working days for spouse, or partner (including same sex), son, son-in-law, daughter, daughter-in-law, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, step-children and grandchildren. In the event of death of other family relations, employees shall be allowed one-half (1/2) day to attend the funeral. Additional time may be granted for travel.

### 13.04 **Pregnancy, Parental and Adoption Leaves** — shall be taken in accordance with the *Employment Standards Act*.

- 13.05 For all leaves of absence, the employee shall return to the classification that they left from or, if no longer in existence, then the employee will be given a comparable position.

## **ARTICLE 14 - DISCHARGE AND DISCIPLINARY ACTION**

- 14.01 The Employer shall not impose disciplinary penalties which are unreasonable or unjust. The employee shall 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 commencing at 11.03.

- 14.02 Before discharging an employee, the Employer shall discuss thoroughly with the employee and a representative of the Union the reasons for which the Employer 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 **Labour Management Meetings:** 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 **Staff Professional Development:** The parties agree that it is the responsibility of the Employer to provide and pay for job related training that they require. Employees shall be entitled to take up to two (2) job related courses per calendar year for professional development courses and will be based on an individualized training plan for each employee. Employees shall be reimbursed for all course fees upon proof of successful completion of the course.

- 15.06 **Instructional Courses** - The Employer will pay one hundred percent (100%) of course fees if approved in advance and if applicant successfully completes the course. The course is to be deemed job related.
- 15.07 **Health and Safety:** 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.
- 15.08 **Seniority List and Sick Leave Credits:** The Employer shall post and provide the 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.
- 15.09 **Work Boots** - The Employer shall reimburse employees to a maximum of two hundred dollars (\$200.00) with proof of purchase once every three (3) years.

## **ARTICLE 16 - EMPLOYEE BENEFITS**

- 16.01 The Employer shall pay the applicable single or family coverage for all employees for the current health and group life insurance benefit package.

## **ARTICLE 17 - RIGHTS AND PRIVILEGES**

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

## **ARTICLE 18 - SEVERANCE**

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

## **ARTICLE 19 - NO DISCRIMINATION**

- 19.01 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 20 - MILEAGE ALLOWANCE**

- 20.01 Employees who are required to use their personal vehicle for work shall be entitled to the following:

Mileage Allowance — Will be as per current Canada Revenue Agency limits.

## **ARTICLE 21 – HARASSMENT AND BULLYING**

### 21.01 **Harassment**

The Employer and the Union are aware of the provisions of the *Ontario Human Rights Code* that provide that persons have the right to be free from a harassment and sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential; fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;

- the complaint shall be made to as impartial a person as possible, being the Director or designate and who is not the person against whom the complaint is made.

It is agreed that the complainant may choose a Union representative to assist in presenting the complaint.

At any point in the procedure the complaint may be referred to arbitration and/or the Human Rights Commission.

#### 21.02 Bullying/Psychological Harassment

The Employer shall make reasonable provision to ensure that employees have the right to be free from bullying and psychological harassment as defined within this article. The Employer and the Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying and psychological harassment.

Bullying and psychological harassment refers to any vexatious behavior that is known, or ought reasonably to be known, to be unwelcome and that:

- takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or
- affects an employee's dignity, or psychological or physical integrity, and/or
- results in a harmful work environment.

Examples of bullying and/or psychological harassment include, but are not limited to, the following:

- berating and/or belittling an individual;
- repeated unwarranted criticism;
- undermining or deliberately impeding a person's work;
- spreading malicious rumours or gossip;
- physical gestures intended to intimidate, offend, degrade or humiliate an individual.

Reasonable action by the Director, manager and/or supervisor in the course of managing the workplace is not bullying/psychological harassment. Examples of this include, but are not limited to the following:

- the transfer, demotion, discipline, counsel or dismissal of an employee in a reasonable manner;
- a decision, based on reasonable grounds and facts, not to promote or grant another benefit in connection with an employee's employment or performance.

The parties recognize that bullying and/or psychological harassment is unacceptable in the workplace and to that end acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
- the complaint shall be made to as impartial a person as possible, being the Director or designate and who is not the person against whom the complaint is made;
- frivolous allegations of bullying and/or psychological harassment that are unfounded, will be treated as a disciplinary offence, that could lead to dismissal;
- allegations found to be true, will be treated as a disciplinary offence that could lead to dismissal.

It is agreed that the complainant may choose a Union representative to assist in presenting the complaint.

At any point in the procedure the complaint may be referred to arbitration.

## **ARTICLE 22 - TERMINATION**

22.01 The Agreement shall remain in effect from June 1, 2014 until May 31, 2017 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.

**SIGNED** at Toronto this 11th day of March, 2015

For Joint Apprenticeship Council



For Canadian Office and Professional Employees

Union, Local 343