



**COLLECTIVE AGREEMENT**

**between**

**TORONTO AND YORK REGION LABOUR COUNCIL  
LABOUR EDUCATION CENTRE**

**and**

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

**October 1, 2013 to September 30, 2016**

## **TABLE OF CONTENTS**

<b>ARTICLE 1 – TRADE UNION RECOGNITION .....</b>	<b>5</b>
<b>ARTICLE 2 – UNION SECURITY.....</b>	<b>5</b>
<b>ARTICLE 3 – SENIORITY .....</b>	<b>6</b>
<b>ARTICLE 4 – PAID HOLIDAYS .....</b>	<b>7</b>
<b>ARTICLE 5 – VACATIONS .....</b>	<b>8</b>
<b>ARTICLE 6 – DEFINITION OF EMPLOYEES.....</b>	<b>8</b>
<b>ARTICLE 7 – NO DISCRIMINATION .....</b>	<b>9</b>
<b>ARTICLE 8 – NO STRIKES OR LOCKOUTS.....</b>	<b>9</b>
<b>ARTICLE 9 – HEALTH AND SAFETY .....</b>	<b>9</b>
<b>ARTICLE 10 – TECHNOLOGICAL CHANGE .....</b>	<b>10</b>
<b>ARTICLE 11 – GRIEVANCE PROCEDURE .....</b>	<b>11</b>
<b>ARTICLE 12 – LAY-OFF AND RECALL .....</b>	<b>12</b>
<b>ARTICLE 13 – JOB POSTINGS .....</b>	<b>14</b>
<b>ARTICLE 14 – DISCIPLINE AND DISCHARGE.....</b>	<b>15</b>
<b>ARTICLE 15 – LOSS OF SENIORITY .....</b>	<b>16</b>
<b>ARTICLE 16 – LEAVE OF ABSENCE.....</b>	<b>16</b>
<b>ARTICLE 17 – WAGES.....</b>	<b>22</b>
<b>ARTICLE 18 – BENEFITS .....</b>	<b>23</b>
<b>ARTICLE 19 – SICK LEAVE.....</b>	<b>24</b>
<b>ARTICLE 20 – HOURS OF WORK AND OVER-TIME/LIEU TIME.....</b>	<b>24</b>
<b>ARTICLE 21 – NO CONTRACTING OUT .....</b>	<b>26</b>
<b>ARTICLE 22 – TRAVEL ALLOWANCE AND PARKING .....</b>	<b>26</b>
<b>ARTICLE 23 – TRAINING AND STAFF DEVELOPMENT .....</b>	<b>27</b>
<b>ARTICLE 24 – GENERAL.....</b>	<b>28</b>

**ARTICLE 25 – CLOSE-OUT .....29**  
**ARTICLE 26 – DURATION OF AGREEMENT.....30**  
**LETTER OF UNDERSTANDING #1 .....31**  
**LETTER OF UNDERSTANDING #2 .....33**  
**LETTER OF UNDERSTANDING #3 .....34**  
**LETTER OF UNDERSTANDING #4 .....35**  
**LETTER OF UNDERSTANDING #5.....36**  
**SCHEDULE A: TRUST PROVISIONS .....367**

## **Preamble to the Collective Agreement**

The Employer and the Union recognize that it is in the best interest of both parties and the employees that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union and their respective representatives will apply the terms of this contract fairly, in accord with its intent and meaning.

# COLLECTIVE AGREEMENT

Between:

**TORONTO AND YORK REGION LABOUR COUNCIL,  
LABOUR EDUCATION CENTRE**  
(hereinafter referred to as "the Employer")

-and-

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

## ARTICLE 1 – TRADE UNION RECOGNITION

- 1:01 The employer recognizes the union as the sole bargaining agent for all of its employees at the Labour Education Centre, save and except the Executive Director and the Assistant Executive Directors.
- 1:02 No employee shall be required or permitted to make a written or verbal agreement with the employer or the employer's representative which may conflict with the terms of this collective agreement.

## ARTICLE 2 – UNION SECURITY

- 2:01 Any person hereafter employed shall be required to join the union immediately, except for Labour Studies Instructors and except where it is in conflict with other union constitutions or by-laws (part-time employees only). All present employees who are members of the union on the effective date of the agreement, or who subsequently become members, shall remain members in good standing in the union during the term of this agreement. All employees who are not members of the union shall become members of the union as of the effective date of this agreement and shall remain members in good standing in the union.
- 2:02 The employer agrees:
- a. To deduct from the last pay of each month the monthly union dues of any employee covered by this agreement and forward monies so deducted to the union no later than the tenth day of the month following such deductions.
  - b. The union will notify the employer of the amount of dues to be deducted monthly and if there is a change in the amount, notification will be sent one month in advance.
- 2:03 The trade union stewards shall be allowed reasonable time to attend union matters and shall be paid for such time.

- a. Employees involved in joint union-management meetings (including Child Care Committee – see Letter of Understanding; Benefits Committee – see Article 18:01; Health and Safety Committee – see Article 9; grievance meetings, including arbitration, negotiating meetings up to and including mediation: shall be given time off with pay. The employer will pay a minimum of two (2) hours at the Project Representative hourly rate for part-time employees and regular rate for full-time employees to an amount equal to the actual time of such meetings. Meetings will be held at a time mutually agreed upon by the parties. If after reasonable discussion no agreement can be reached the employer will schedule the meeting during regular hours of the day shift.

2:04 The employer shall provide one (1) hour paid time for the purpose of union orientation of new employees within thirty (30) days of the date of hire for all employees.

2:05 The employer shall provide fifteen (15) minutes in professional development or training immediately prior to lunch breaks or afternoon adjournment to inform its members about union matters.

### **ARTICLE 3 – SENIORITY**

3:01

- a. Seniority for full-time employees shall be effective as of September 8, 1987 or date of last hire, whichever is later, and shall be accumulated on the basis of length of service from the last date of hire.
- b. Seniority for part-time employees shall be prorated based on hours and days worked to a maximum of two hundred and sixty (260) days which equals one (1) year seniority. Seniority for part-time shall be awarded retroactively upon completion of forty-five (45) days worked.

The Union Stewards shall receive seniority for discipline and grievance meetings.

- c. There shall be a forty-five (45) days probationary period for all employees. A performance appraisal shall be provided at least fifteen (15) working days prior to the completion of the probationary period.
- d. Seniority for part-time employees shall be awarded retroactively upon completion of the forty-five (45) working day probationary period.
- e. Part-time employees who become full-time employees will have their accumulated seniority transferred to the full-time seniority list on the basis of one (1) year of seniority equalling two hundred and sixty (260) days.

- 3:02 If two (2) or more employees have the same seniority date, then the seniority ranking amongst those employees shall be determined by the last three (3) digits of their social insurance number. The higher number will carry the greater seniority.
- 3:03 The employer will provide the Trade Union with a copy of the seniority list by the 15<sup>th</sup> (fifteenth) of each month.
- 3:04 If an employee on the seniority list covered by the agreement is transferred or appointed to a position outside of the bargaining unit and later transferred back to a position which is covered by this agreement, then only the seniority they held prior to their transfer shall be credited to them.

#### ARTICLE 4 – PAID HOLIDAYS

4:01

- a. All full-time employees shall be given the following holidays without deduction of pay:

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

In addition they shall be given three (3) floating paid holidays at the request of the employee, provided that during the first year of employment the employee has worked four (4) months for entitlement of first floater, 8 months for the second floater and 12 months for the third floater; and any other holidays as proclaimed by the Federal, Provincial or Municipal governments.

- b. All part-time employees who have worked twelve (12) days in the four (4) weeks immediately preceding a paid holiday, shall be given the following holidays with pay:

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

- 4:02 If a paid holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday.
- 4:03 Employees shall be given all regular working days during the period beginning December 24<sup>th</sup> to December 31<sup>st</sup> inclusive as holidays with pay.
- 4:04 Any time worked on the above listed holidays shall be paid at the rate of double the employee's regular rate in addition to the regular pay for that day, or double

the hours worked in lieu of the time worked, if requested by the employee. All overtime shall be pre-authorized by the Executive Director or designate.

- 4:05 The employer agrees there shall be no classes scheduled on paid holidays as outlined in Article 4:01.

**ARTICLE 5 – VACATIONS**

- 5:01 Each full-time employee shall receive an annual vacation in accordance with the years of employment as follows:

Less than one (1) year	1-2/3 working days per month
One (1) year or more but less than four (4)	20 working days
Four (4) years or more	25 working days

- 5:02 Employees leaving the service of the employer will receive vacation credits prorated on their length of service for that year and shall reimburse the employer for any vacation taken in excess of their entitlement.
- 5:03 When paid holidays fall within an employee's vacation period, such holidays will not be counted as vacation and another day off will be granted or the date of return may be one (1) full day later, or the vacation may begin one (1) day earlier.
- 5:04 Employees shall be entitled to carry over up to two (2) weeks of their yearly vacation entitlement.
- 5:05 Where two (2) employees within the same unit request vacation at the same time, and where an agreement cannot be reached, seniority shall be the determining factor.
- 5:06 All employees shall be entitled to at least two (2) weeks vacation between the months of May and August inclusive. Employees requesting vacation during this period shall notify intent and preferred vacation date by April 1<sup>st</sup>.

**ARTICLE 6 – DEFINITION OF EMPLOYEES**

- 6:01 The term "employees" or "employee" wherever used in this collective agreement shall include all employees employed by the Labour Education Centre.
- 6:02 Part-time employees are defined as employees who work twenty-four (24) hours per week or less. Part-time employees shall be covered by all other provisions of the collective agreement with the exception of Article 3, 12, 15, 16, 17:03, 18, 19:02, 19:03, 20, 24:02, 24:03; 25:02 and 25:03.
- 6:03 Temporary employees are employees who are hired for a period not to exceed twelve (12) months to do a special project or assignment, or to replace a regular employee for the purpose of authorized leaves of absence. Employees employed



longer than twelve (12) months shall become permanent employees of the Centre, and shall receive seniority back to the start date of employment with the Centre. Extension to temporary positions for the purpose of covering authorized leaves of absence may be granted with mutual agreement of both parties. Temporary employees employed in excess of four (4) months shall accrue seniority and shall maintain their accrued seniority for a period of three (3) months, and shall be entitled to use this seniority in job postings.

- 6:04 Temporary employees employed in positions of four (4) months duration or longer shall be entitled to all benefits under Article 18. Temporary employees employed in positions of less than four (4) months duration shall receive ten (10%) percent in lieu of benefits in Article 18:01 and eight (8%) percent in lieu of pension.

Students and/or trainees who join the Centre for part of their training will not be allowed do bargaining unit work to the extent that it replaces a full or part-time employee or prevents the hiring of a full or part-time employee. They will be allowed to work in conjunction with the Centre, provided the union is notified in advance.

#### **ARTICLE 7 – NO DISCRIMINATION**

- 7:01 The employer agrees that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by the employer or the employer's representative(s) because of the question of membership of an employee or any other person employed by the employer in the trade union or in any trade union or because of their activity or lack of activity in the trade union or any other trade union.
- 7:02 The employer and the trade union agree that they will negotiate and administer the provisions of this collective agreement in a manner which is consistent with the Ontario Human Rights Code and, in accordance with that Code, not discriminate against any employee on the basis of age, marital status, sex, race, creed, colour, national or ethnic origin, political or religious affiliation, nationality, sexual orientation or physical disability in regards to hiring, promotions, lay-offs or dismissals.

#### **ARTICLE 8 – NO STRIKES OR LOCKOUTS**

- 8:01 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. Employees shall not be required to cross picket lines. Any employee refusing to cross a picket line shall not be subjected to any penalty.

#### **ARTICLE 9 – HEALTH AND SAFETY**

- 9:01 The employer shall make all provisions for safety and health of employees during working hours. The union may, from time to time, bring to the attention of the

employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.

9:02 There shall be a Joint Health and Safety Committee established which shall function in accordance with the Health and Safety Act. The Committee shall meet not less than once every month, or at the request of either party.

9:03 The trade union shall select two employees in the bargaining unit as health and safety committee members.

## **ARTICLE 10 – TECHNOLOGICAL CHANGE**

10:01 In the event of proposed technological change, including but not limited to, the introduction of data processing equipment, computers or automated equipment of any type, the employer agrees to meet with the union to discuss such changes and the job involved. The employer further agrees to give the union as much notice as possible prior to implementing such changes, but at no time less than sixty (60) days unless mutually agreed upon.

10:02 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 – no further systems or individual units nor any change in their functions and operation will be introduced without prior discussion with the Union.

10:03 Where new or greater skills are required than are already possessed by the affected employees, such employees shall, at the expense of the employer, be given training within thirty (30) working days from the date of the new equipment being set-up.

10:04 Recognizing that certain health and stress hazards exist for employees working on VDTs, the employer shall provide facilities comprising of a special rest room where employees can relax during lunch/rest breaks.

10:05 At the request of the employee, the employer will not require a pregnant employee, or an employee who advises that she may be pregnant, to work at a VDT. Such employees shall be entitled to be placed in work at equal pay for duration of the period in question.

10:06 The employer urges all employees using VDTs to have eye examinations at least once every twelve (12) months. The employer agrees to cover any additional costs for these eye examinations not covered under present benefits.

10:07 VDTs shall be tested immediately, and then from time to time as deemed necessary by the Health and Safety Committee, for dangerous emissions, including both ionizing and non-ionizing radiation, by a properly qualified person, approved by the union. The employer accepts responsibility to maintain VDTs in a safe condition and in a good working order.

10:08 All employees working with VDTs shall have a fifteen (15) minute break in every hour worked in front of screen – forty-five (45) minutes work; fifteen (15) minutes off. Alternate work shall be done during the fifteen (15) minute 'break' off the VDT – this is in no way connected with the fifteen (15) minute "rest periods" referred to in Article 20.

10:09 All VDTs shall:

- a. be equipped with non-reflective screens to minimize the glare;
- b. be provided with protective shielding such as volt-free screens and terminal covers;
- c. be equipped with brightness control;
- d. Have a refresh rate of no less than 60 (sixty) hertz (sixty (60) times per second) for a low to medium persistence phosphor, should be a minimum.

10:10 All equipment for use with VDTs:

- a. should have fully adjustable machine stand, detachable keyboard with controls over the height and angle of the screen;
- b. shall have a fully adjustable ergonomically designed chair (height, swivel, back support);
- c. Shall be provided with an acoustical cover for each printer to reduce noise.

10:11 A ventilation system shall be installed in photocopying areas to ensure that hot air and fumes from the copiers are satisfactorily vented out of the building.

10:12 The employer shall ensure that there will be no job loss as a result of technological change.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

11:01 A grievance under this collective agreement is a complaint or difference relating to the interpretation, application, administration or alleged violation of this collective agreement.

11:02 The term "grievor" shall mean the employee, or group of employees, or the union.

11:03 A grievance shall be taken up within thirty (30) working days from the time the grievor knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance.

11:04 *STEP I:*

- a. A written grievance shall be filed with the Executive Director or designate and a meeting will take place within five (5) working days to discuss the grievance and the Executive Director or designate shall respond within five (5) working

days in writing. The Steward shall be present at all steps of the grievance procedure.

- b. All responses by the employer shall be submitted to the union in writing and copied to the representative of COPE Local 343, assigned to this bargaining unit.

**11:05 STEP II:**

If the grievance is not resolved at Step I of the grievance procedure the grievance may be submitted within ten (10) working days to the President or designate of the Labour Education Centre Board of Directors. A meeting will be convened with the grievor, union representatives, the President and a written reply will be given within two (2) weeks (ten working days). Grievances dealing with discharge shall be submitted directly to Step II of the grievance procedure.

**11:06 STEP III:**

- a. If the representatives of the parties are unable to agree on any such question, the union shall notify the employer within thirty (30) working days of its intention to proceed to arbitration.
- b. The arbitration board will consist of three (3) members; one (1) designated by each of the parties and a third designated and mutually agreed upon by the representatives of the parties. The decision of the majority of this board of arbitration shall be final and binding upon both parties. The compensation of the third member of the board of arbitration shall be borne equally by employer and the union. If the two (2) parties cannot agree on a third member within thirty (30) days, the Minister of Labour for the Province of Ontario shall be asked to appoint a chairperson.

A single arbitrator may be used in place of a three (3) person board with mutual agreement between the parties.

The cost of the mutually selected member of the arbitration board, single arbitrator, meeting room, as well as other required costs of the arbitration hearing shall be shared equally.

**11:07** Time limits as outlined in Article 11 may be extended by mutual agreement of the parties.

**ARTICLE 12 – LAY-OFF AND RECALL**

**12:01**

- a. Where the employer decides to discontinue a bargaining unit position they shall consider all of the employees in question and shall lay-off the employee with the least seniority provided the remaining employees are able to perform

the work remaining. The parties shall meet to discuss the implementation of any lay-offs.

- b. Lay-offs shall take place in reverse order of seniority. Employees whose positions are eliminated as a result of lay-off shall be entitled to bump into any positions provided they have greater seniority and the ability to perform the job following a training period of thirty (30) days or such other period of time as may be mutually agreed on.

In the event a position is left vacant as a result of reduction in the workforce, which would create a promotional opportunity, such position shall be posted to be filled by remaining employees. Positions shall be posted for five (5) working days.

- c. Prior to laying off any permanent employee the employer will ensure that all temporary employees have been laid off.

12:02 If the employer decides to re-institute a position they shall recall the most senior employee on lay-off first, provided that employee has the ability to perform the job. No new employees will be hired while any employees are on lay-off. Employees shall have the right to recall for a period of twenty-four (24) months.

- a. Where the employer creates a new position or where a vacancy occurs, the position will be posted as per Article 13.
- b. While employees are on lay-off, only current full-time employees and those employees on lay-off (covered under Article 12) will be considered first for the position.
- c. No new employees will be hired while any employees are on lay-off.
- d. Employees shall remain on the recall list for a period of twenty-four (24) months.

12:03 If an employee is recalled the employee shall have no interruption in their seniority.

12:04 Employees shall be notified of recall by registered mail to their last known address on record with the Centre. Upon receipt of recall notice employees shall have ten (10) working days to return to work or provide satisfactory reasons for not returning within this period.

12:05 Employees being laid off shall receive a minimum of one (1) month's notice of lay-off or wages in lieu of notice. The employer shall grant paid time off the job to attend job interviews within reason.

12:06 Employees on lay-off shall be eligible to receive benefits for the first four (4) months of lay-off.

12:07 In the event of a lay-off, full-time employees may elect to go on to the work assignment list using their start date. Recall rights of such full-time employees shall be maintained.

## ARTICLE 13 – JOB POSTINGS

13:01 Where the employer creates a new position or where a vacancy occurs, seniority will be the determining factor where the employee has the ability to perform the job. Such positions shall not be filled until the posting procedure is completed.

For the position of Project Director an employee shall be required to have the skill and ability to fulfill the requirements of the position.

13:02

a. Openings that are required to be posted as a result of paragraph 13:01 will be posted in the following manner:

**Temporary Openings** - Assignments that are for more than four (4) months and no longer than twelve (12) months are not expected to be permanent will be posted as temporary openings and candidates will be selected as provided for in 13:01. Temporary positions kept longer than twelve (12) months shall become permanent positions and shall be posted.

**Permanent Openings** - Assignments that are to be permanent openings at the Centre will be posted as such. Successful candidates will be selected as provided for in 13:01.

Openings to replace employees on leave of absence will be posted as replacement openings. Failure of the replaced employee to return to that position in the time provided (in the agreement/posting) or if they should otherwise break seniority with the Centre, will result in the successful candidate becoming permanent in that position. If the replaced employee does return in the time mentioned above, the successful candidate will return to their previous position as provided for in 13:07.

b. Where there is a full-time job vacancy, new position or temporary position of four (4) months duration or more, it shall be posted internally within the bargaining unit for a period of ten (10) working days. All vacancies will be posted within the Centre. All employees will receive a copy of all job postings by mail. Mailings of job postings will be on the same day the posting goes up.

c. Temporary positions of less than four (4) months shall be posted with as much advance notice as possible, with a copy on all employee bulletin boards.

Where the employer determines to fill these positions by way of a developmental opportunity, all employees shall be advised of this opportunity and shall advise the employer of their interest in this opportunity. Such

opportunities, where possible, shall be equitably shared amongst all employees.

- d. The employer shall put out a notice to all employees who wish to be considered for temporary support staff positions of less than four (4) months. A list of those employees whom the employer considers qualified for a temporary assignment shall be created. The employer shall draw on this list to fill such temporary assignments in order of seniority.

13:03 The union will receive a copy of all job postings.

13:04 If a position is not filled from within the bargaining unit, the Labour Council and its projects, it may then be advertised to outside sources. The union shall be notified prior to any advertising to outside sources.

13:05 Job postings shall include the salary, qualifications, and a description of the position and hours of work. All temporary postings must include a start and end date of the position.

13:06 Successful applicants for job postings shall be informed in writing and this information will include start date, end date (if temporary), hours of work, hours per week (if part-time). A copy of this written communication will be sent to the stewards.

13:07 Employees promoted or transferred to a temporary position shall at the conclusion of this temporary position, be returned to their former position at the appropriate rate of the classification.

13:08 Where a job opening occurs for a period less than one (1) year and there are no successful internal candidates the union and the employer will discuss the possibility of time sharing the job to give present employees an opportunity to develop and train on the job.

## **ARTICLE 14 – DISCIPLINE AND DISCHARGE**

14:01 The employer shall not discharge or discipline an employee without just cause.

14:02 Employees who have completed a probationary period of forty-five (45) working days shall be given a minimum of two (2) weeks notice of discharge or pay in lieu of notice.

14:03 An employee, prior to the imposition of discharge, will be notified at a meeting with management the reasons for considering such action, unless the employee is a danger to themselves or others. The employee shall be accompanied by a union representative who shall be advised in advance by management of the time and place of the meeting. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

- 14:04 Employees shall be notified in writing of grounds for discipline or discharge. The union shall receive a copy. In subsequent grievance procedures, including arbitration, the employer shall be limited to such grounds.
- 14:05 There shall be one recognized personnel file and an employee shall at any time be allowed to inspect their personnel file upon request of the designated management representative, and may be accompanied by a steward if so desired.
- 14:06 The employer agrees not to introduce as evidence in a hearing related to disciplinary action any document the existence of which the employee is not aware.
- 14:07 No disciplinary action or adverse report shall remain in an employee's file or be used against the employee for a period longer than 18 months; for part-time employees the period shall be two years or two hundred and twenty two (222) days, whichever comes first.
- 14:08 The employer recognizes the principle of progressive discipline.

#### **ARTICLE 15 – LOSS OF SENIORITY**

- 15:01 Employees shall not lose seniority if they are absent from work because of sickness, disability, accident, lay-off or other approved leave under this collective agreement.
- 15:02 Employees on lay-off who receive a recall notice of less than eight (8) weeks, but opt not to be recalled shall not lose seniority and shall retain full recall rights.

Employees on lay-off who receive a recall notice for a position that will last a minimum of eight (8) weeks shall not lose their recall rights for failure to accept the recall provided there are other employees on lay-off with less seniority who have the ability to perform the work, or part-time employees who have the ability to perform the work required are available. In the event that there is no junior employee on lay-off or no part-time employee with the ability to perform the work and the employee being recalled does not accept the recall full-time seniority rights (i.e. no recall rights to full-time position) will be forfeited.

#### **ARTICLE 16 – LEAVE OF ABSENCE**

- 16:01
- a. Leave of absence without pay for a specified period not exceeding one (1) year, and with continuing seniority shall be granted in the event of the employee requesting this leave of absence to work for the International Union, the Local Union, the Canadian Labour Congress, the Ontario Federation of Labour or for the Labour Council outside of this bargaining unit and for any fraternal organizations related to the Labour Council, such as: the United Way, Labour Community Services, George Brown Access Division,



and other organizations as mutually agreed upon by both parties, provided the employer has received one (1) month's written notice and the employee has been employed for at least two (2) years.

- b. Employees elected or appointed on the executive board of COPE 343 shall be granted time off without loss of pay, benefit, or seniority for all executive board meetings.

An employee shall be granted time off without pay but, with seniority and benefits continuing for a purpose associated with union activity or with the responsibilities associated with the position elected or appointed to and provided the employee furnishes reasonable notice. It is understood that this union time off shall only be granted where it does not impede the employer's ability to reasonably manage work-loads.

16:02 The employer may grant a leave of absence without wages or benefits but without loss of seniority not exceeding one (1) year for educational or personal purposes. Employees must have been employed for at least two (2) years. Such leave of absence shall not be unreasonably denied. Employees shall not accrue seniority on such leave of absence.

16:03

- a. Employees shall be granted up to five (5) days per year paid leave in event of family responsibility or personal emergency. Additional leave may be granted by mutual consent.
- b. The employer will provide up to twelve (12) weeks unpaid leave for care of a seriously ill family member. If sufficient, the employee's sick bank may be used to offset salary during this leave.

Employees who take the leave shall be entitled to restoration of the position they held at the time of the leave. All welfare benefits to be continued by the employer during such leave.

The twelve (12) week leave may be taken intermittently in order to provide for extended periods of treatment of illness such as cancer.

In order to qualify for such leave an employee must have accumulated one (1) year of seniority. Documentation of illness shall be provided upon request.

16:04 Child care leave is a leave of absence without pay or loss of seniority to an employee for the following reasons:

- a. Parental leave for the employee (male/female)
- b. In the event that a newborn child is given into the care and custody of an employee.

- c. In the event that an adopted child is given into the care and custody of an employee.

Leave for any of these reasons will be granted for a minimum period of twenty-seven (27) weeks, or as provided for in the legislation, which ever is greater, with the employer providing the difference between eighty percent (80%) of the employee's wages earned and the E.I. benefits being received. The pregnant employee shall also be granted any time prior to the confinement date. The employer shall grant additional leave not exceeding a total of fifty-two (52) weeks without pay to an employee who is on Child Care Leave provided one (1) month's notice in writing is received. Benefits and seniority will continue during this leave. Employees must provide proof of E.I. benefits. The above is applicable to employees who have been with the Centre a minimum of six (6) months.

- 16:05 An employee shall be paid for jury duty or when required to be a witness, the difference between the employee's salary, or for the number of hours the employee normally works, and the payment received for jury service. The employee will present proof of the hours she/he is required for jury/witness service and the amount of pay received. Benefits and seniority will continue during this time.
- 16:06 The employer will grant bereavement leave up to a maximum of three (3) working days and up to 5 days if travelling more than 500 km with pay to an employee who is absent solely for bereavement in the employee's family (parent, parent-in-law, spouse/partner, child, brother, sister, grandparent, brother-in-law, sister-in-law, grandchild, cousin, aunt, uncle, niece or nephew). Employees who must travel more than five-hundred (500) kilometres shall be granted five (5) days with pay. If such a death occurs while an employee is on vacation, upon notification to the employer bereavement leave shall be granted and shall be excluded from the vacation period. Mutually agreeable arrangements shall be made between the employer and the employee for completion of the employee's vacation period. Bereavement time may be extended by mutual agreement. When it is requested, the employee will furnish satisfactory evidence for such extended leave of absence.
- 16:07 Leaves of absence shall be without prejudice to future work assignments.
- 16:08 An employee may be seconded to an affiliated organization for a specified period of time to a maximum of two (2) years, subject to approval by the LEC Board of Directors.

The employee shall receive their regular salary and benefits during this time and will accrue seniority for the duration of the secondment. Upon completion of the secondment, the employee shall return to their former position. Employees hired to fill the temporary vacancy created by the secondment shall become permanent after twelve (12) months as provided for in Article 6:04.

Where the affiliated organization is not requesting a specific employee, the employer shall consider seniority and ability when making their selection for secondment.

No employee shall be seconded without their approval.

16:09 The employer and the union agree to meet to develop a deferred salary and leave of absence plan based on the four/five plan.

a. Purpose

The deferred Salary and Leave of Absence Plan has been developed to afford employees in the bargaining unit the opportunity of taking a leave of absence of between six (6) months and one (1) year and finance the leave through deferral of wages in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave.

b. Eligibility

An employee in the bargaining unit having two (2) year's seniority with the Centre is eligible to participate in the Plan in accordance with the conditions set out in this Article.

c. Application

An employee who qualifies as above must make written application to the Executive Director of the Centre at least two (2) months in advance of the proposed commencement date of participation in the Plan, requesting permission to participate in the Plan.

d. Approval

Approval of individual requests to participate in the Plan shall not unreasonably be withheld.

e. Deferral

The deferral period over which wages are deferred shall be to a maximum of four (4) years.

f. Written Agreement

The Centre and the employee shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions herein.

g. Terms and Conditions

The payment of wages and benefits, and other terms and conditions shall be as follows:

h. Wages

During the deferral period, preceding the leave, the employee will be paid a reduced percentage, in accordance with the written agreement between the Centre and the employee, of his/her wages as set out in Article 17:01. The

remaining percentage of his/her wages will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the Centre to finance the period of the leave. The percentage of the deferred portion of wages will be a minimum of twenty percent (20%) to a maximum of twenty-five percent (25%) per year for a maximum of four (4) years. Under no circumstances will the deferred exceed the maximum specified in the Revenue Canada directives.

i. Interest Rate

The calculation of interest under the terms of this Plan shall be monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account. The rates of the account will be those set out in writing by the bank branch with which the Centre deals. Interest, calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount standing to the participant's credit will be sent to the participant by the Centre.

j. Deferral Period (Benefits Structuring)

During the deferral period, any benefits related to the rate of wages shall be structured according to the wages the participant would have received during the deferral period had he/she not been in the Plan.

k. Employee Benefit Coverage and Premiums

A participant's coverage in Green Shield and Maritime Life in effect immediately prior to the leave, will be maintained by the Centre during his/her leave of absence, if eligibility conditions permit: however, the premium cost of all such Plans shall be paid by the participant during the leave.

l. Leave Period (Benefits Structuring)

During the leave period, any benefits related to the rate of wages shall be structured according to the rate of wages the participant would have received immediately prior to the leave had he/she not been in the Plan.

m. Payout

At the commencement of the period of the leave, the Centre shall pay to the participant the monies standing to his/her credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned for the period of the leave.

n. Assignment on Return

Assignment on return shall be in accordance with Article 16:10 of this collective agreement.

o. Withdrawal Rights

A participant may withdraw from the Plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness). Requests for

withdrawal must be submitted in writing, detailing the reason(s) for withdrawal at least three (3) months prior to the scheduled commencement of the leave. Where a request for withdrawal is received, the Centre shall pay to the employee a lump sum amount equal to monies deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be made as soon as possible, but must be made within thirty (30) days of request for withdrawal from the Plan.

p. Leave Postponement

Requests for postponement must be submitted in writing, detailing the reason(s) for withdrawal at least three (3) months prior to the scheduled commencement of the leave. A participant may, for good and sufficient reason, request in writing that the period be postponed. The Centre may, at its discretion, grant a postponement, but under no circumstances shall the postponement exceed one (1) year.

q. Interest Accumulation

Should Article 16:09 (q) result in a leave of absence being taken later than the intended period, any monies accumulated until the intended commencement date will continue to accumulate interest until the leave is granted.

r. On Leaving Employment

Any participant who resigns, is laid off or is otherwise terminated prior to the commencement of the leave shall cease to be a participant in the Plan, and shall receive payment in accordance with Article 16:09 (o).

s. Death Clause

Should a participant die while enrolled in the Plan, any monies accumulated, plus interest at the date of death, will be paid to his/her beneficiary in order of preference. Every agreement entered into under Article 16:09 (l) shall state that monies paid to employee's beneficiary under this section are a "right or thing" within the meaning of the Income Tax Act and shall be taxable as income in the year of the employee's death in accordance with the Canadian Income Tax Act.

t. Serious Illness

Should a participant be unable to take the leave when scheduled because of serious injury or illness occurring before commencement of the leave, he/she may cancel the leave and receive payment in accordance with 16:09 (o) or, with the consent of the Centre, defer the leave to a mutually agreed time, not to exceed one (1) year.

u. Income Tax

During each taxation year, the participating employee's income tax liability shall be in accordance with the Canadian Income Tax Act and directives from Revenue Canada.

16:10 Upon return from a leave of absence or secondment, employees shall be returned to the position held prior to their leave/secondment. In the event their position is eliminated during their leave/secondment, the employer shall contact the employee in writing to their last known address, with a copy to the union, at the time the position is eliminated to allow the employee the right to bump into another position consistent with their seniority. If the employee chooses not to exercise their right to bump, then upon return the employee shall be placed in a position with equivalent salary and where they have the ability to perform the work in line with their seniority. An employee on leave of absence, where benefits are not continued by the employer, may if they wish, maintain benefits providing the employee pays the cost of benefit coverage.

16:11 Employees on leave and requesting an extension of their leave must do so thirty (30) days prior to the expiration of their leave.

## **ARTICLE 17 – WAGES**

17:01 a. Effective October 1<sup>st</sup>, 2013 the following wages rates shall be in effect:

Project Director	\$64,560.57	per annum
Project Co-Ordinators	\$60,224.73	per annum
Project Representatives	\$55,794.79	per annum
Bookkeeper	\$55,794.79	per annum
Assistant Bookkeeper	\$49,535.17	per annum
Administrative Assistant	\$49,535.17	per annum
Support Staff	\$46,815.19	per annum

Effective October 1<sup>st</sup>, 2014 the following wages rates shall be in effect:

Project Director	\$65,528.97	per annum
Project Co-Ordinators	\$61,128.10	per annum
Project Representatives	\$56,631.71	per annum
Bookkeeper	\$56,631.71	per annum
Assistant Bookkeeper	\$50,278.20	per annum
Administrative Assistant	\$50,278.20	per annum

Support Staff \$47,517.41 per annum

Effective October 1<sup>st</sup>, 2015 the following wages rates shall be in effect:

Project Director \$66,511.90 per annum

Project Co-Ordinators \$62,045.02 per annum

Project Representatives \$57,481.18 per annum

Bookkeeper \$57,481.18 per annum

Assistant Bookkeeper \$51,032.37 per annum

Administrative Assistant \$51,032.37 per annum

Support Staff \$48,230.17 per annum

- b. Part-time employees shall be paid at the hourly rate for the classification for which they perform the duties.

Part-time employees shall receive an additional 18% in lieu of benefits and RRSP plus 6% vacation pay.

17:02 Any employee who is assigned to a higher-paying classification for one day or more, shall be paid the rate for that classification for the time the employee performs such a job; any employee who is assigned to a lower-paying classification shall continue to be paid the rate of the employee's regular job.

17:03 Full-time employees requested to work irregular shifts (10:00 p.m. to 7:00 a.m.) shall have the option of the shift premium of one-half (1½) hour pay, or time in lieu at the rate of one and one-half (1½) times for all hours worked.

17:04 Where a new job, classification, position or category is established, or where existing job duties are significantly changed, or when an employee is incorrectly classified, the appropriate classifications, job description, rate of pay, and other related matters shall be negotiated between the employer and the union. Failing agreement, the dispute may be the subject of a grievance and may be referred to arbitration. The arbitration shall have the power to determinate appropriate classifications, job descriptions, wage rates, and other related matters in issue effective as of the date the jobs were changed or new jobs established.

## **ARTICLE 18 – BENEFITS**

18:01 The employer will provide all full-time employees with benefits as provided by the OPSEU Joint Benefits Trust Fund or another carrier providing comparable benefits. These plans shall consist of drug, dental, vision care, semi-private, long

term disability, life insurance and major medical, chiropractic, massage therapy, psychotherapy and legal services, at the applicable family or single rate. In addition, the employer shall reimburse employees for any charges for regular eye exams for employees and family members listed in the employee's Green Shield package.

- 18:02 Pension – All full-time employees shall receive an amount equal to eight (8%) percent of their wages to be deposited into an R.R.S.P. or have the option to take the cash, whichever they prefer.
- 18:03 Within thirty (30) days of ratification of this agreement all employees shall be provided with a copy of benefits and shall receive all updates during the life of this agreement.
- 18:04 **Child Care** – If an employee is requested to work any over-time or Saturday and Sunday, the employer shall pay any additional child care cost of the current minimum wage for the Province of Ontario per hour and receipts will be required.

#### **ARTICLE 19 – SICK LEAVE**

- 19:01 Full-time employees will be entitled to one and one-half (1½) days per month or eighteen (18) days per year sick leave. Any unused sick leave shall be accumulated from year to year. There shall be no cash out for unused sick leave. After three (3) consecutive working days of illness, the employer may request a medical note. The employer shall bear the cost of such note. Part-time employees shall receive sick leave pro-rated based on hours worked.
- 19:02 In the event of major illness requiring hospitalization (including recognized treatment centres), surgery which requires a long recuperative period, all full-time employees shall be entitled to ten (10) days sick leave annually, if they have exhausted accumulated sick leave credits as per Article 19:01 and any accrued lieu time. The employer will be provided with adequate medical documentation to confirm need for these additional sick credits.
- 19:03 The employer shall provide a supplemental benefit to Employment Insurance sick leave benefits for employees who have exhausted their sick leave benefits as provided in clauses 19:01 and 19:02 of this agreement. This top up shall not exceed a combined maximum of eighty percent (80%) of the employee's current salary. Employees shall be eligible to receive this top up until they exhaust their entitlement to E.I. or become eligible for coverage under the LTD plan provided for in this agreement. Employees will not be eligible for Short Term Disability TOP-UP of 80% of salary in positions of less than four months duration.

#### **ARTICLE 20 – HOURS OF WORK AND OVER-TIME/LIEU TIME**

- 20:01
- a. The regular work week for full-time employees shall be seven (7) hours, five (5) days per week, for a total of thirty-five (35) hours.



Hours may be irregular but must be completed between 8:00 am and 6:00 pm except as follows:

- b. The hours of work for a Project Director and Project Coordinator will be thirty-five (35) hours per week flexible but, irregular. Project Director shall be required to travel and work on weekends. Any hours worked over thirty-five (35) hours per week or hours worked beyond ten (10) hours per day shall be considered overtime which shall be taken as lieu time at the appropriate rate.
- c. Employees may request approval to work outside the regular hours of work. Approval shall not be unreasonably denied.
- d. Management reserves the right to schedule employees outside the regular hours of work depending on operational requirements taking into account family and personal obligations. A minimum of one week's notice shall be provided where practicable. Suitable volunteers shall also be canvassed from the bargaining unit where practicable.
- e. Flex time requested by the employee and approved by the employer shall not be considered as overtime/lieu time.

20:02 All employees working thirty-five (35) hours a week are entitled to two (2) rest periods of fifteen (15) minutes and a lunch break to be one-half (1/2) hour or three quarters (3/4) of an hour or one (1) hour daily at the option of the employee.

20:03 Over-time shall be voluntary. All time worked over the seven (7) hours in any one day will be considered overtime, overtime which shall be taken as lieu time at the appropriate rate. All time worked on Saturdays or Sundays will also be considered overtime, overtime which shall be taken as lieu time at the appropriate rate. All lieu time will be taken for the equivalent pay of one and one-half (1 1/2) times for all hours worked on any day of the week except Sunday. Lieu time on Sunday will be taken for the equivalent of two (2) times for all hours worked. Over-time shall be pre-authorized except in the case of emergencies. Part-time employees will be exempt from accumulating any lieu time.

20:04 Employees requesting lieu time shall do so one (1) week in advance of the time they wish to take it. All requests for lieu time shall be made to the Executive Director or designate.

The employer shall respond to all lieu time requests within two (2) working days of the request being made. Failure to respond within the specified period shall be deemed as acceptance of the request for lieu time.

Lieu time requests for the period May to August shall not take precedence over vacation arrangements made consistent with Article 5:07. At all other times of the year, lieu time or vacation time will be granted on a first request basis.

Lieu time shall be taken within six (6) months of being earned. If employees are unable to take lieu time within this time frame, alternate arrangements shall be made with the Executive or Assistant Directors.

20:05 Each full-time employee who reports for work on Friday during the months of July and August shall have alternate Fridays off. When a Friday during the months of July and August falls within an employee's vacation period, such day will not be counted as vacation and another day off will be granted or the date of return may be one (1) full day later, or the vacation may begin one (1) day earlier.

20:06 In the case of lay-off, employees unable to take lieu time before the lay-off date shall receive wages equal to the lieu time owed.

#### **ARTICLE 21 – NO CONTRACTING OUT**

21:01 No bargaining unit work shall be contracted out to the point that it results in the lay-off or reduction of hours of staff, or that it prevents the hiring of new employees.

#### **ARTICLE 22 – TRAVEL ALLOWANCE AND PARKING**

22:01 Employees required to travel on the employer's business shall be compensated at the rate of \$0.52 per kilometre, or such higher rate as may be negotiated with the funder.

Employees who are required to travel to locations other than the employer's regular place of business will be compensated for kilometres that *are greater than* those travelled from the employee's residence to the employer's regular place of business.

22:02 One hundred percent (100%) of office location parking shall be paid for employees, or one hundred percent (100%) of Metropass (full-time) or TTC costs (part-time) (whichever is less).

22:03 Employees who are required to travel outside of Toronto and are designated to be in travel status shall be reimbursed up to the following for up to sixty-seven dollars (\$67.00) per day or portion thereof at the following rates: Breakfast – fifteen dollars (\$15.00); Lunch – fifteen dollars (\$15.00); Dinner – thirty dollars (\$30.00) and seven dollars (\$7.00) per day incidental expenses in addition to single accommodation. Claims must be adjusted using the meal breakdown above, to deduct meals that have been provided through another source, such as meals at home prior to departure or on return, the equivalents of full meals included in the cost of transportation, accommodation, seminars, hosted receptions or meals provided at meetings or conference sites. A daily incidental payment will be provided when an overnight stay is required. This incidental payment shall cover gratuities and unexpected costs, including one personal call home per day. Private arrangements such as staying with family or friends shall

be reimbursed at thirty dollars (\$30.00) for each night. Other requests shall be determined based on the individual circumstances involved.

22:04 The employer may designate certain employees to transport computer equipment to locations other than the regular place of business. When the employer designates an employee to carry computer equipment, that employee will be reimbursed for the difference between their regular vehicle insurance and required added coverage to a maximum of five hundred dollars (\$500) upon receipt of a valid letter from their insurance broker.

22:05 The employer agrees that employees will not be designated to transport computer equipment without prior consultation and that those employees whose personal or other circumstances would make transporting computer equipment a hardship may be exempted from being designated.

### **ARTICLE 23 – TRAINING AND STAFF DEVELOPMENT**

23:01 For the purpose of this agreement, “training” means any program of instruction given by the Centre with a view to enabling the employee to effectively perform a function, duty or a set of functions and duties.

23:02 A Training and Education Committee shall be established to identify and recommend training programs for staff. The Committee shall have two (2) representatives each from both the employer and the union.

The Training and Education Committee shall identify the training requirements and submit such recommendations to the Executive Director who shall respond within thirty (30) days of receipt of such recommendation. Upon approval of the Executive Director, the Committee shall arrange sufficient and adequate training where required for:

- a. Any newly hired employee;
- b. Any employee who moves from one position to another or who is assigned to duties requiring new knowledge;
- c. The Centre shall provide refresher or upgrading training when necessary.
- d. In each year, all employees shall receive a minimum of fourteen (14) hours of training during work time, including a minimum of seven (7) hours of software training.

23:03 The Centre shall advise the union of the methods of training used and of any subsequent changes therein.

23:04 Where it is determined that training is required, the Centre shall inform in writing the person who is to undergo the training the method of training that will be

followed. This information will include the term, the stages and the method of evaluation of this training.

- 23:05 Where possible, the training provided for in this Article shall be given during the hours of work. However when training is given outside of working hours employees shall receive lieu time at the applicable overtime rate.
- 23:06 Training shall also be provided when modifications are made to equipment, devices or machines that necessitate the acquisition of new skills and/or knowledge.
- 23:07 Recognizing that most employees want to take their vacation in the summer, the Centre will not normally conduct formal training courses of more than two (2) weeks duration during the months of July and August.
- 23:08 All employees shall be paid (in accordance with Article 17:01) for attending professional development workshops and staff meetings, and shall be required to attend where possible. If an employee is unable to attend a workshop, they shall not be paid. If an employee is unable to attend workshops or meetings, their absence will not prejudice employment.
- 23:09 Upon request, the employer may provide funds for additional professional development for attendance at courses, conferences and workshops. Agreement shall be contingent on funds being available.
- 23:10 Administrative staff, where possible, shall have equal opportunity to participate in training, workshops, meetings, political and other activities organized by the Centre or the Units.

#### **ARTICLE 24 – GENERAL**

- 24:01 There shall be no drug testing of any employee.
- 24:02 LEC shall provide a letter to all employees which shall outline who's who in LEC, by departments.
- 24:03 If the Union identifies a supplier for the purchase of computers, the employer agrees to provide for payroll deductions upon authorization of the employee.
- 24:04 LEC shall continue the wages and benefits of a worker injured in the performance of their duties until the approval of their WSIB claim. Should any period be approved retroactively by WSIB, those benefits for which the employee has already received pay shall be assigned by the employee to the employer. Employees may use their lieu time, vacation, floaters, sick leave, etc. to top-up benefits received by WSIB to the employee's full salary for a maximum period of up to two (2) years.

## ARTICLE 25 – CLOSE-OUT

25:01 In the event of lay-off of full time employees, employees shall be entitled to payment on the basis of one dollar and seventy-five cents (\$1.75) per day of accumulated seniority plus ten percent (10%) of their annual salary including RRSP.

Employees who are recalled to permanent positions and laid off in the future shall have their entitlement to any payments be based on the date of their recall to a permanent position.

25:02 Employees retiring within sixty (60) days of their sixty-fifth (65<sup>th</sup>) birthday receive a retiring allowance equal to seventy-five percent (75%) of : \$1.65 per day of accumulated seniority, plus ten percent (10%) of their annual salary including RRSP.

This shall also apply to employees retiring prior to age sixty-five (65) who retire not later than sixty (60) days after attaining a combined age and service factor of eighty-five (85) years.

25:03 LEC will establish an Action Centre to assist all laid off employees. The employer will commit to providing the laid off employees with access to all adjustment tools which are available to present laid off clients. This will include a suitable, accessible location with qualified staffing. The services will identify with the present programs which are available to clients assisted under HRSDC funding. This will include:

- Job Search Tools
- Case Management Services
- Job Search Assistance
- Literacy and Basic Skills

The hours of operation and staffing would be determined by those elected to the Adjustment Committee. This committee would also be responsible for any project reporting which may become part of the adjustment process, and hours of available services.

25.04 An employee shall only be eligible to receive one of lay-off or retirement allowance, whichever is greater under Article 25.

**ARTICLE 26 – DURATION OF AGREEMENT**

26:01 This Agreement shall remain in effect for a period of three (3) years expiring September 30, 2016 and thereafter shall automatically be renewed unless ninety (90) days prior to the termination of that date, either party serves on the other written notice of its desire to make changes herein.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.

On Behalf of:  
Labour Education Centre

On Behalf of:  
Canadian Office & Professional  
Employees Union, Local 343

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## **LETTER OF UNDERSTANDING #1**

### **Policy Statement on Harassment and Discrimination in the Workplace**

Harassment means being subjected to any conduct or comment by management or co-worker that is known or should reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of any of the grounds of discrimination provided by law, such as, sex, age, race, national or ethnic origin, colour, creed, disability, marital or family status, sexual orientation or conviction for which a pardon has been granted.

Such behaviour is usually intimidating, hurtful, annoying or malicious in intent, and the effects of harassment can be very destructive for the victim.

The policy of the Labour Education Centre is as outlined by the Toronto and York Region Labour Council as stated herein:

It is the policy of the Toronto and York Region Labour Council to declare our absolute opposition to any discrimination or harassment on the basis of race, colour, sex, religious or political affiliation, national or ethnic origin, age, mental or physical disability, sexual orientation, citizenship, creed, record of offences, marital or family status. To ignore discrimination or harassment is to condone the acts of the harasser and further penalize the victim.

Union solidarity is based on the principle that we are all brother and sisters, that we are equal. Discrimination and harassment erodes that principle because it assumes that some union members are inferior.

Harassment is defined as any unwelcome action, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. It is no joke. Such acts may be subtle or overt, but they are always offensive and demeaning. Unwelcome means any action which the harasser knows or ought reasonably to know is not desired by the victim.

Discrimination and harassment are expressions of power or perceived power and superiority. It is intended that this policy send a clear message to harassers that their actions will not be tolerated and to empower victims with the support of their union brothers and sisters.

The procedure for making a complaint is as follows:

A person who feels that they have a complaint of harassment or discrimination by a member of management, a co-worker or from a client group will raise this complaint with their union or directly with management.

The first party informed will then inform the second party and a joint investigation will take place. The investigation will include interviewing the victim, the alleged harasser and any witnesses who may have seen or heard something to do with the allegation.

At the completion of the investigation the parties will meet to attempt to resolve the problem by talking to the harassed person and the alleged harasser(s). Such resolve would be in favour of the harassed person when the allegation has been substantiated.

A decision on the complaint shall be given within ten (10) working days following the first working day following the complaint being lodged. Any unresolved complaint will be referred to the LEC board and the staff representative of COPE.

This procedure is not intended to replace complaint procedures or employees' continued right to file a human rights complaint with the Ontario Human Rights Commission. Rather, this procedure represents an alternative avenue for employees to pursue the resolution of these complaints in a hopefully more expedient and complete manner.

Any person committing harassment or discrimination is subject to discipline.

Signed this..... day of ....., 2016

On Behalf of:  
Labour Education Centre

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On Behalf of:  
Canadian Office & Professional  
Employees Union, Local 343

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**LETTER OF UNDERSTANDING #2**

**Procedure for Dealing with Allegations of Work Overload**

Any employee who feels that their work assignment can not be completed in the time prescribed may raise the issue with the union. The union will then meet LEC management and outline the details of the complaint. The complainant shall have the opportunity to be present at the meeting.

LEC management will investigate the complaint and will respond as soon as possible but in no event later than ten (10) working days after the first working day following the complaint being raised.

If no resolve is agreed to by the parties the complaint may become a grievance and shall be submitted at step two (2) of the grievance procedure.

Signed this ..... day of ....., 2016

On Behalf of:  
Labour Education Centre

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On Behalf of:  
Canadian Office & Professional  
Employees Union, Local 343

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**LETTER OF UNDERSTANDING #3**

The parties hereby agree that in the event items currently covered by OHIP are delisted during the term of this agreement, the parties will meet to discuss possible methods to address these items.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ON BEHALF OF THE LEC**

**ON BEHALF OF COPE LOCAL 343**

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**LETTER OF UNDERSTANDING #4**

During the course of negotiations the parties discussed the issue of part-time employees and entitlements for such employees.

The parties agreed that it is not the intention of the employer to hire part-time employees during the term of this agreement.

In the event that the employer's intention to hire part-time employees changes, the parties agree to meet in order to resolve the terms and conditions of employment by mutual agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_ 2016.

**ON BEHALF OF THE LEC**

**ON BEHALF OF COPE LOCAL 343**

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**LETTER OF UNDERSTANDING #5**

The parties agree that the current Finance Coordinator position will be re-classified to the "Project Director" classification.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016

On Behalf of:

Labour Education Centre

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On Behalf of:

Canadian Office & Professional  
Employees Union, Local 343

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## SCHEDULE A: TRUST PROVISIONS

The employer shall from time to time make payments to a trust fund known as the Employees Reserve Trust Fund to be held in trust for the benefit of the employees who perform work and who are entitled to payment from the employer as may be applicable in the Collective Agreement [negotiated between the Metro Training and Skills Training Centre (LEC) and the Canadian Office and Professional Employees Union, Local 343 (COPE Local 343)] in the event of a lay-off or retirement of full-time employees as set out in Article 25 of the Collective Agreement. The Employer shall be deemed to have kept such contributions and amounts separate and apart from his own monies and shall be deemed to hold the sum so deducted in trust for the trustees of the applicable Employees Reserve Trust.

Further, in the event of any liquidation, assignment or bankruptcy of the Employer, an amount equal to the amount owed to the employees under this collective agreement and paid into the Employees Reserve Trust on behalf of the Employees who have performed work entitling them to receive payment as is hereinbefore provided for, is deemed to be held in trust for the trustees of this fund and such a fund shall be deemed to be separate from and form no part of the estate in liquidation, assignment or bankruptcy, whether or not that amount has in fact been kept separate and apart from the Employer's own money or from the assets of the estate.

Contributions to the Employees Reserve Trust Fund are as follows:

Part IV of the Bankruptcy and Insolvency Act, s.67.1 states:

The property of a bankrupt divisible among his creditors shall not comprise

- a) property held by the bankrupt in trust for any other person,

SIGNED THIS \_\_\_ DAY OF \_\_\_\_\_ 2016

On Behalf of:

Labour Education Centre

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On Behalf of:

Canadian Office & Professional  
Employees Union, Local 343

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