



Collective Agreement

between

Ontario Federation of Labour
(hereinafter referred to as "the employer")

and

**Canadian Office and Professional Employees
Union, Local 343 (Staff Unit)**
(hereinafter referred to as "the union")

From: April 1, 2014

To: September 30, 2016

Cope343

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 – RECOGNITION	2
ARTICLE 2 – UNION SECURITY	2
ARTICLE 3 – SENIORITY	3
ARTICLE 4 – WAGES AND OTHER ALLOWANCES	4
ARTICLE 5 – CONFERENCE AND CONVENTION	5
ARTICLE 6 – STATUTORY HOLIDAYS	5
ARTICLE 7 – VACATIONS	6
ARTICLE 8 – GRIEVANCE AND ARBITRATION	7
ARTICLE 9 – TERMINATION OF EMPLOYMENT	8
ARTICLE 10 – NO STRIKES OR LOCK-OUTS	9
ARTICLE 11 – NO DISCRIMINATION	9
ARTICLE 12 – OCCUPATIONAL HEALTH AND SAFETY	9
ARTICLE 13 – RIGHTS AND PRIVILEGES	14
ARTICLE 14 – WELFARE	14
ARTICLE 15 – MATERNITY AND PARENTAL LEAVES OF ABSENCE	19
ARTICLE 16 – LEAVES OF ABSENCE	20
ARTICLE 17 – JOB POSTING	23
ARTICLE 18 – LAYOFF AND RECALL	23
ARTICLE 19 – TECHNOLOGICAL CHANGE	24
ARTICLE 20 – NEGOTIATING COMMITTEE	25
ARTICLE 21 – COLLECTIVE AGREEMENT	25
ARTICLE 22 – JOINT COMMITTEES	25
ARTICLE 23 – JOB ASSIGNMENTS AND RESPONSIBILITIES	25
ARTICLE 24 – JOB SHARING	26
ARTICLE 25 – TERMINATION	26
Letter 1 – Out-of-Pocket and Travel Expense	27
Letter 2 – Retired Staff Benefits	28
Letter 3 – Bridging	29
Letter 4 – Employee Move	30
Letter 5 – Civil Liability	31
Letter 6 – Pension Surplus	32
Letter 7 – Vehicle Emergency Kit	33
Letter 8 – Calculation of Pensionable Earnings	34
Letter 9 – Workload	35
APPENDIX I – HEALTH ENHANCEMENT	37
SENIORITY LIST	38

ARTICLE 1 – RECOGNITION

- 1:01 (a) The employer recognizes the union as the sole collective bargaining agent for all staff representatives, and project staff of the Ontario Federation of Labour, CLC, in the Province of Ontario, save and except Officers, the Executive Assistant, and persons covered by subsisting collective agreement(s) between COPE Local 343 and the Ontario Federation of Labour.
- (b) The parties agree that the Ontario Federation of Labour will assume no financial responsibility or liability for special projects over and above the amount of money received from the provincial government or other agencies for these programmes.
- (c) The Employer shall not hire or use temporary employees to avoid the continuance, creation, or filling of positions for or by full-time regular employees if this results in the continued layoff or displacement of any full-time regular employees.

1:02 **Bargaining Unit Work**

Directors can produce their own work for internal purposes. These are memos, drafts, e-mail, etc., for use within the offices.

Directors can produce documents in draft form on computers and give the drafts to support staff for finalization. This can be done through a public directory, or on a disk.

Support staff must process any letters or documents that are circulated externally. These documents must contain the initials of the director and the support staff, and the COPE union label.

Directors can photocopy documents in small volume. Any documents photocopied must be for internal use only.

Directors can transmit information over the fax machine provided that the work being faxed is:

- (a) done by the support staff and contained the union label, or
- (b) work that does not belong to the Federation.

ARTICLE 2 – UNION SECURITY

2:01 All employees to whom this agreement applies shall be required to join the union immediately when hired.

When interviewing job applicants the employer will inform them of this requirement and shall supply them with a copy of the collective agreement upon hiring.

2:02 All employees to whom this agreement applies shall become and remain members in good standing of the union during the term of this agreement as a condition of employment.

2:03 The employer agrees to deduct, upon written authorization from the employee, union initiation fees and dues from the wages of each employee. The employer agrees to forward such initiation fees and dues to the office of the union .

- (a) All remittance for donations and/or memberships will be remitted monthly. If the employer is delayed in making these remittances, the employee shall be informed immediately.

2:04 The employer, in consultation with the union shall develop an orientation and familiarization package for all new employees. This package shall provide general workplace information, copies of the collective agreement, benefit booklet and enrolment forms, relevant forms for the performance of their job and other workplace requirements.

- 2:05 Further, the union shall have one (1) hour within the first thirty (30) days to meet with new employees to review the collective agreement with new employees. Such employee attending this meeting plus the union steward in attendance shall not suffer any loss of wages.
- 2:06 The employer acknowledges that the union steward(s) has duties to perform and such reasonable time shall be allowed to carry out these functions.
- 2:07 **Access to Personal File**
Employees have the right to examine and copy their personnel file with a duly appointed representative of the employer present. All written documentation in personnel files that are of a disciplinary nature shall be removed after 12 months.
- 2:08 The Union will have the right to have a Union staff representative, who is not an employee of the Ontario Federation of Labour, present at any meeting with the Employer.

ARTICLE 3 – SENIORITY

- 3:01 Seniority shall be accumulated on the basis of length of service with the employer and shall be accorded to each employee effective from the first day of employment.
- (a) All employees covered by this agreement shall have the right to apply for all jobs which become vacant or new jobs.
 - (b) Seniority will not be the sole criterion in the filling of such jobs; however, where experience and ability are equal, seniority will be the determining factor in filling such jobs.
 - (c) It is agreed that OFL permanent staff will not be able to use their seniority to apply for jobs in project programmes nor will project employees be able to use their seniority to apply for jobs in the OFL's full-time programme or other projects.
 - (d) If a member of the programme staff or a member of the OFL permanent staff are successful applicants, those employee's seniority will follow them.

Seniority Rights ODR Temporary or Contract Employees

- (e) (i) All service worked from the original date of hire provided there has not been a break in service of more than one year.
 - (ii) In the event there is a break in service of 60 days or less, such time shall be considered as continuous service.
 - (iii) If there is a break in service over 60 calendar days, such time will not contribute to service, and seniority date will be adjusted accordingly.
 - (iv) Effective date as of ratification of this agreement is February 18, 2016.
- (f) The Employer shall provide to the Union a temporary seniority list twice a year, in June and December, in an electronic version.
- 3:02 **Probation**
During the first three (3) months of employment, all new employees will be on probation. Should a longer period be required in order to allow further assessment of the employee, a second three (3) month probationary period can be instituted providing a mutual agreement for such an extension is made between the parties to the Collective Agreement.

Such employees shall be entitled to all rights and privileges of this Agreement, except with respect to the pension plan in effect for all employees. Probationary employees may be terminated at any time during the three (3) month period or extended probationary period mentioned above should their work performance prove to be unsatisfactory.

3:03 Calculation of Seniority

When two or more employees commence work in the same seniority group on the same day the procedure for establishing their relative seniority shall be as follows:

- (a) The employee who commenced work at the earliest hour of the day shall be senior.
- (b) When the employees commenced work at the same hour, seniority shall be established through a draw with both the union and employer present.

3:04 Seniority Status re Leaves

The seniority status of an employee who is granted paid or unpaid leave of absence shall be retained and shall continue to accumulate subject to the provisions outlined in Article 16.

ARTICLE 4 – WAGES AND OTHER ALLOWANCES

4:01 (a) As of February 18, 2016 the annual salary for department directors shall be \$103,622.48.

(b) Automatic bank deposits will be made available to employees.

4:02 The Director of Government Relations and Liaison to the President will be paid \$105,894.88.

4:03 Cost of Living Allowance

As of April 1, 2015, the cost of living allowance shall be updated from the previous agreement and shall provide a cost of living allowance formula based on 1992 = 100 with February 2016 base of 146.4 (1992) = 100) Toronto Consumer Price Index, with adjustment dates of June 15, 2015, August 15, 2015, October 15, 2015, December 15, 2015, February 15, 2016, April 15, 2016, June 15, 2016, August 15, 2016, October 15, 2016, December 15, 2016 and February 15, 2017; the COLA will provide one (1¢) cent per hour for each point 1 rise in the CPI which shall be folded into the base rate as per the above dates and will apply to all members of the bargaining unit.

4:04 Leased Vehicles

Employees who are provided with a vehicle for the performance of their duties will be provided with credit cards for the purchase of gasoline and oil/changes only. Maintenance/gas cards are not to be used for vacation purposes. The present policy pertaining to the use of such leased vehicles will be maintained. The employer agrees to cover the GST on any repairs to damage of leased vehicles however caused.

Present employees will be grand-parented. After March 31, 2006, those on leased cars can remain on leases until they retire, leave or go on car allowance. Directors on car allowance will no longer have the leasing option after March 31, 2006. New hires shall only receive car allowance.

Car Allowance

All members in the bargaining unit receiving a car allowance shall receive \$725.00 per month and must drive a North American, union made car. The employer will provide reimbursement for auto insurance and license plates. Those receiving a car allowance will be provided with credit cards for the purchase of gasoline, and are also entitled to reimbursement for oil changes once every 7,500 kilometres or nine month period, whichever comes first or as recommended in the owner's manual. Maintenance/gas cards are not to be used for vacation purposes.

In the event that reimbursement for auto insurance and license plates is not made within a reasonable time of receipts being submitted, the employer shall be responsible for any additional costs incurred by the affected employee. At no time shall reimbursement be made later than thirty (30) days from the date of submission

Those on car allowance will be entitled to snow tires, once every four (4) years.

Upon completion of the probationary period all new hires must drive a North American, union made car or car allowance will not be provided.

4:05 Vehicle Emergency Kit

The employer agrees to provide staff with a vehicle survival/emergency kit. The kit will include the items as outlined in a letter of intent which will be developed and revised as needed by the Joint Health and Safety Committee. The kit remains the property of the employer.

The employer will reimburse directors to update/refresh the car safety kit to a maximum of fifty (\$50) dollars per year upon receipt.

4:06 Fifty (\$50) dollars monthly maximum for home Internet service be provided by employer for directors and project coordinators. A receipt must be provided.

4:07 Bell Calling Cards

Bell Calling cards are issued to the employees for the sole purpose of Federation business.

4:08 Educational Reimbursements

(a) In order to encourage employees to continue to expand their skills, the employer will reimburse employees to a maximum of six hundred (\$600) dollars per year for courses taken at recognized public or labour educational institutions outside of regular working hours. This allowance shall be subject to the approval of the employer; which approval will not be unreasonably withheld. Reimbursement will follow the successful completion of a course with a passing grade. It is also agreed that special circumstances will be taken into account in connection with tuition refund.

(b) Courses which are deemed by the employer to be essential for the performance of duties at work will be fully paid for and will be taken by the employee during regular, fully paid working hours.

ARTICLE 5 – CONFERENCE AND CONVENTION

5:01 Each employee required to work at a convention/conference/project training session/meeting outside of the office requiring overnight accommodation will be provided with a double room.

5:02 For attendance at conventions, employees shall receive an expense allowance of eighty (\$80) dollars per day.

ARTICLE 6 – STATUTORY HOLIDAYS

6:01 Employees shall receive the following holidays with pay:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day

Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day

Christmas Eve Day
Christmas Day
Boxing Day
New Year's Eve Day

The office shall be closed the Friday prior to the Victoria Day long weekend and the Friday prior to the Civic Holiday; and such other holidays as are proclaimed legal holidays by federal, provincial, or municipal authorities. During the weeks of Christmas and New Years, three (3) additional paid days shall be provided in consultation with the union.

The office will be shut down at Christmas for two (2) weeks. The Employer and the Union will agree to the dates and shall post.

6:02 It is agreed that if a statutory holiday falls on a Saturday, it shall be taken on the preceding Friday, and if it falls on a Sunday, it shall be taken on the following Monday.

ARTICLE 7 – VACATIONS

7:01 Paid vacation shall be accorded to the employees as follows:

- (a) Up to one (1) year of service - 1.66 days for each month of employment. Additional weeks of entitlement are based on an anniversary year.
- (b) After one (1) year and up to six (6) years of service - four (4) weeks' vacation with full pay.
- (c) After six (6) years and up to eleven (11) years of service - five (5) weeks' vacation with full pay.
- (d) After eleven (11) years and up to fifteen (15) years of service - six (6) weeks' vacation with full pay.
- (e) After fifteen (15) years or more, seven (7) weeks' vacation with full pay.

It is understood that all vacations must be taken at a time mutually satisfactory to the employee and the employer with priority given to those with the most seniority.

7:02 An employee leaving the employ of the Ontario Federation of Labour with less than one (1) year of service shall be paid in accordance with Article 7:01 (a). Employees of longer service leaving the employ of the Ontario Federation of Labour shall be entitled to all their vacation entitlement based on their length of service and shall be paid on a pro-rated basis.

7:03 Vacation not taken during the current year may be accumulated on the following basis:

- (a) One (1) week per year for employees with four weeks' vacation entitlement.
- (b) Two (2) weeks per year for employees with entitlement of five (5) weeks or more.
- (c) Vacation banked cannot exceed four (4) weeks, except for extenuating circumstances with the approval of the employer.
- (d) Employees with existing vacation banked in excess of the four (4) weeks outlined above shall not be permitted to bank additional vacation until such time as their banked vacation is less than four (4) weeks.

Additional vacation may be banked upon the approval of the employer and the union, and such approval will not be unreasonably withheld.

Employees may use up accumulated vacation entitlement consecutively with their regular vacation; however, in no case can banked vacations be used until the minimum entitlement has been taken.

It is mandatory that all current and banked vacations be used prior to retirement.

The employer agrees that all outstanding vacation, current and banked, will be paid to the beneficiary upon the death of an employee.

7:04 A vacation bonus of \$185.00 for each week of vacation entitlement will be paid to each employee. This will be given in lump sum the first week of June of each year. These vacation bonus payments shall be included as pensionable earnings and for the calculation of RRSP contributions.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

8:01 If either party to the grievance procedure fails to meet the time limits outline in Article 8, the other party has the right to move to the next step.

8:02 If an employee has a complaint, they shall have the option of taking the matter up verbally with management representatives in the presence of a steward or shall have the option of having a steward take up the matter with management representatives prior to filing a grievance in writing at Step One of this grievance procedure.

8:03 Should any difference arise between the Union or its members and the Employer as to the meaning, interpretation or application of this Agreement, or matters arising from conditions of employment as set forth in this Agreement, the following procedure shall be followed:

(a) **First Step**

A grievance shall be filed in writing within thirty (30) working days of the parties having knowledge of the occurrence. The Employer shall meet with the Union within seven (7) working days of such filing – in the presence of the grievor if the latter so desires.

(b) The Employer's decision shall be communicated in writing to the initiating steward with a copy to the COPE Staff Representative within ten (10) working days of receiving the grievance or meeting with the Union as outlined in Article 8.03 (a), whichever occurs later.

(c) **Second Step**

Failing settlement at the first step, the Union shall take the matter in dispute to the Employer within twenty (20) working days of receiving the decision of the Employer as outlined in 8.03 (b). The grievor shall have the right to be present.

(d) The Employer shall communicate their decision in writing to the initiating Steward with a copy to the COPE Staff Representative within ten (10) working days of the meeting referred to in Article 8.03 (c).

(e) **Arbitration**

Failing settlement at the second step, notice may be served within twenty (20) working days of receiving the decision referred to in 8.03 (d), that the Union wishes to take the matter in dispute to arbitration. Such notice shall be served in writing.

(f) Such arbitration shall be held within sixty (60) days of receipt of notice as referred to in Article 8.03 (e) or within the time lines of Expedited Arbitration under the provisions of the *Ontario Labour Relations Act* (OLRA) or whichever is longer.

(g) By mutual agreement, in writing, the time limits for the grievance procedure may be extended.

- (h) The procedure for choosing the arbitrators will be by exchange of lists of names between the parties and the selection of mutually acceptable persons from such lists. Each party has five (5) working days to respond in writing with their choice of three (3) arbitrators. If there is no agreement on the selection of an arbitrator the parties may, by mutual agreement, submit a further selection of three (3) arbitrators for consideration or either party may request the Minister of Labour appoint an arbitrator to hear this matter.
- (i) The expense of the arbitrator shall be borne equally by both parties.
- (j) The arbitrator's decision shall be final and binding.
- (k) The Employer agrees that the prompt settlement of grievances is in the best interests of all parties.

8:04 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.

ARTICLE 9 – TERMINATION OF EMPLOYMENT

9:01 **Just Cause**

Except for reduction in staff, the employer shall not discharge an employee without just cause, and only after the employee has been given appropriate warnings and disciplinary action. The onus to prove just cause must be on the employer.

9:02 **Severance Pay**

- (a) Severance pay will be calculated on the basis of one (1) week's pay for every year of service and major portion thereof and will be paid out at the current rate of pay, and applies to all members of the bargaining unit.

Severance pay entitlements will be paid out to employee(s) within one (1) week.

On June 1 and December 1 the Employer will provide the Union with an accounting of the severance fund. The accounting will include: fund balance, employees entitlements, any amounts withdrawn, amounts deposited, and totals of any other amount of entitlements such as management entitlements.

- (b) The employee will not be entitled to any severance pay until she/he has completed two (2) years' service with the Federation.
- (c) Payment to an employee leaving the employment of the Federation will be made on the basis of the total amount of money to her/his credit in the fund at the time of severance, which means that no payment will be made for part years except where the part year exceeds the major portion thereof.
- (d) In the event of the death of an employee, the amount of severance pay to which she/he would have been entitled shall be paid to her/his beneficiary/estate.
- (e) In the year of retirement, employees will receive one (1) additional week of severance.

9:03 The funds for this plan will be set up in a Trust Account with the President and Secretary-Treasurer as trustees of the fund.

ARTICLE 10 – NO STRIKES OR LOCK-OUTS

- 10:01 There shall be no strikes on the part of the union nor lock-outs on the part of the employer during the lifetime of this Agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized not only by the Local Union but also by the International Union and any other union.

ARTICLE 11 – NO DISCRIMINATION

- 11:01 There shall be no discrimination on the basis of gender, sexual orientation, disability, racial origin, nationality, colour or religion, gender identity/expression; union activity in regard to hiring, promotions, demotions, lay-offs, dismissals, rates of pay, or other terms or conditions of employment.
- 11:02 The OFL and COPE Local 343 recognizes the rights of employees to work in an environment free from all forms of harassment including sexual and racial and agree that harassment will not be tolerated in the workplace. Grievances under this article will be handled with all possible confidentiality.
- 11:03 The employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

ARTICLE 12 – OCCUPATIONAL HEALTH AND SAFETY

- 12:01 The employer shall make all reasonable provisions for the safety and health of the 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.
- 12:02 A restroom shall be provided for the employees.
- 12:03 The Joint Health and Safety Committee shall be comprised of two members from the staff unit, two members from the support staff unit and two members from management.
- 12:04 **Employer Responsibilities**
The parties agree that employees have the right to physiologically and psychologically safe working conditions. The employer shall, to the union's satisfaction, prevent and/or correct any situation which may compromise an employees' physiological or psychological health and safety. Failure to prevent and/or correct any situation shall be a matter for referral to the grievance procedure pursuant to the collective agreement.
- 12:05 **Compliance with *Health and Safety Act***
It is agreed that the Occupational Health and Safety Act R.S.O. 1990, c.O.I. as amended by S.O. 1992, c.14, s.2 hereafter referred to as the *Health and Safety Act* is incorporated into and forms part of this agreement. The employer and the union agree to abide by those provisions unless this agreement provides otherwise. Amendments to the *Health and Safety Act* other than those indicated above shall not be incorporated into this agreement except upon written agreement of the parties.

12:06

Joint Health and Safety Committees

(a) A Joint Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, with a minimum of six (6) members. The Joint Health and Safety Committee shall be co-chaired by one (1) union representative and one employer representative. The Health and Safety Committee shall hold meetings at least once every three (3) months, or more frequently if requested by the Union or by the Employer to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be provided to the Employees and to the Union.

(b) The Committee in paragraph (a) shall be the Joint Health and Safety Committee specified in Section 9 of the *Health and Safety Act*. Pursuant to Section 9(18) of the *Act* the committee shall have both the functions and powers provided under the *Act* and under this agreement.

(c) Any worker representative on The Joint Health and Safety Committee shall be eligible to participate in training programs offered by the Workers Health and Safety Centre (WHSC). The employer will provide paid time off for the representative to participate in this training at his or her applicable hourly rate plus any premiums and cost of living allowance (COLA) for a period of up to one (1) week per year.

The employer will pay the costs of the registration and materials for the training programs.

(d) A worker representative who has completed Level II training and any additional training which the Centre may specify, may be designated by the Centre as a "Certified Health and Safety Representative".

(e) From among the health and safety representatives on the joint committee who have been certified by the Centre, the union will appoint one worker for every 100 workers regularly employed in the workplace or portion thereof, whom the employer will recognize as the "Certified Health and Safety Representative" (Certified Representative).

(f) The employer agrees not to unreasonably restrict access of technical advisors selected by the workers representatives on the Joint Health and Safety Committee or health and safety representatives employed by the union to the workplace. The union may designate, from time to time, no more than two (2) such persons who may attend meetings of the Joint Health and Safety Committee as observers.

(g) In addition to other training specified by this agreement the employer agrees to ensure that the health and safety committee is trained in a course or courses to be determined by the committee to enable them to address ergonomic needs on a priority basis and work towards improving the workplace, work station, or tool to fit the worker.

(h) Where a concern is beyond the scope of the committee and the technical advisers referred to under Article 12:03 (f) or such advisers are unable to deal with the concern, the employer shall hire a consultant chosen by the committee.

(i) The committee shall consider such issues as the pace of production and staffing levels in the committee's consideration of ergonomics issues.

- (j) Psychosocial issues such as the layout of workstations to allow for personal interaction among employees shall be included in the consideration by the Joint Health and Safety Committee in the scope of ergonomics. The purpose of addressing these issues is to reduce stress and to improve the internal working environment and worker health which is defined by the World Health Organization as the highest state of physical, mental and social well-being.

12:07

Powers of Certified Health and Safety Representatives

- (a) If the Certified Representative has reason to believe that:
 - (i) a provision of the *Act* or regulations is being contravened; or
 - (ii) a situation exists which poses a serious risk to the health and safety of a worker;

he or she may direct that the employer stop work, specifying the work or the part of the workplace or any of the equipment, machine, device, article or thing, that shall be disconnected.
- (b) The employer will immediately comply with a direction to stop work.
- (c) Work may restart under the following conditions:
 - (i) The Certified Representative and the employer agree to appropriate remedial action, which is to be carried out by the employer, and/or the Certified Representative withdraws the demand to stop work; and/or
 - (ii) An Inspector (as specified under the *Health and Safety Act*) has conducted an investigation and advises that no provision of the *Act* has been contravened and that no worker faces a serious risk to his or her health or safety.
- (d) Where the Certified Representative believes that a breach of the *Health and Safety Act* has occurred which does not pose a serious risk to the health and safety of an employee, but which, if uncorrected, could pose such a risk in the future, he or she may demand that the employer make specified improvements. Such demands must be acted upon by the employer unless they are overruled by an inspector.
- (e) The time spent by the Certified Representative in the performance of his or her duties will be recognized by the employer as work time, and will be paid at the applicable hourly rate plus any premiums and (COLA).

12:08

Compensation for Workers Affected by a Stoppage of Work

Any worker affected by a stoppage of work under this agreement, whether because of the action of a Certified Representative, an Inspector, or a refusal to perform unsafe work, will be paid at his or her applicable hourly rate plus any premiums and (COLA) for the duration of the stoppage of work.

12:09

No Reprisals

The employer may under no circumstances take any action of any kind against a Certified Representative or any other worker who has acted under the *Occupational Health and Safety Act* or this agreement.

12:10

Inspection of the Workplace

- (a) The entire workplace will be inspected by a worker member of the Joint Health and Safety Committee no less than once per month.

- (b) The Certified Representative may specify that special inspections of all or part of the workplace shall be carried out if he or she has reason to believe that circumstances have changed significantly since the last inspection, or when there has been a complaint from a worker of an unsafe condition, an accident or incident or a refusal by a worker to perform unsafe work.
- (c) Wherever possible, inspections shall be carried out by workers certified by the Workers Health and Safety Centre as set out in Article 12:06 (d) of this agreement.
- (d) The time spent by workers in preparing for and inspecting the work shall be recognized by the employer as work time and will be paid at the applicable hourly rate plus any premiums and cost of living allowance of that employee.

12:11

Joint Health and Safety Committee Recommendations

The employer shall respond in writing within ten (10) working days, to any formal recommendation of the Joint Health and Safety Committee.

12:12

Refusal of Unsafe Work

- (a) Notwithstanding the provisions of the *Occupational Health and Safety Act*, a worker may refuse to perform any work activity which he or she has reason to believe is likely to endanger someone.
- (b) When a worker has refused to perform work under Paragraph (a) it is agreed that the procedures of the *Occupational Health and Safety Act* will apply as if the worker had refused under the terms specified in the *Act*.
- (c) When a worker has refused to perform unsafe work either under the terms of this agreement or under the terms of the *Occupational Health and Safety Act*, the employer agrees not to re-assign that work to another worker, until work has been declared safe by a Certified Health and Safety Representative or by a Ministry of Labour Inspector.

12:13

Day of Mourning

The employer recognizes April 28 as the annual day of remembrance for workers killed or injured on the job. The employer agrees to lower to half-mast all flags flown at the workplace, stop work and provide a minute of silence for all employees at 11:00 a.m. in memory of workers killed or injured on the job, provide paid time off for two members selected by the bargaining unit to attend Day of Mourning ceremonies in the community.

Such time off to be at the member's applicable hourly rate plus any premiums and COLA and will include reasonable travel time to and from the ceremony.

12:14

Domestic Violence

The Employer and the Union agree that all employees have the right to a work environment free of and safe from domestic violence. Domestic violence, which may involve physical, psychological, economic violence or stalking, against a current or former intimate partner, is a widespread societal problem which must be prevented. The Employer shall use early prevention strategies to avoid or minimize the occurrence and effects of domestic violence in the workplace and to offer assistance and a supportive environment to its employees experiencing domestic violence. In all responses to domestic violence, the Employer shall respect employees' confidentiality.

In order to help eliminate domestic violence and to assist employees who are affected by domestic violence both inside and outside the workplace, the Employer shall complete the following tasks within six (6) months following the date of ratification of this contract:

- 1) Distribute to all employees the OFL "No Longer Silent" kit which concerns the nature of domestic violence, methods by which it may be prevented or eliminated, and avenues through which victims and/or perpetrators may seek assistance.

- 2) Post on bulletin boards information on the OFL "No Longer Silent" kit.
- 3) Provide the Union with copies of the information noted in sub-section (1) and (2) above for posting on union bulletin boards.
- 4) Conduct training programs, in conjunction with experts in the field of domestic violence and the Union, for employees. The purpose of the training shall be to instruct the employees about the nature and effects of domestic violence, the impact of domestic violence on employees in the workplace, and sources for referrals for assistance. Employees shall also be trained on the provisions relating to domestic violence contained in this contract.
- 5) Brief supervisory personnel on the problem of domestic violence and their role in identifying employees in need of referrals for assistance.

- a) **Leave Time** - Employees who have provided some form of supporting documentation showing they are experiencing domestic violence, such as a police report, medical report, statement of a counselor or shelter staff, injunctive order, a declaration of a witness, or the employee's own signed statement, shall have the right to use sick leave, family leave, annual leave, compensatory time, and any other paid leave for medical appointments, legal proceedings, or other activities related to domestic violence.

If all paid leave has been exhausted and additional periods of leave are needed to attend to medical, legal, or other matters related to domestic violence, unpaid leave shall be provided.

Such absences shall not be counted against the employee under any attendance policy for disciplinary purposes.

- b) **Transfers and Work Schedules** - In order to provide assistance to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Employer shall make every effort to approve requests from employees experiencing domestic violence for transfers to other work sites and/or changes in work schedules.
- c) **Workplace Safety** - The Employer shall, in conjunction with experts in the field of domestic violence and the Union, undertake a review of all current security procedures to ensure inclusion of specific safety considerations and responses appropriate for employees experiencing domestic violence in their workplace. Based on the review, the Employer and the Union shall meet to reach a joint agreement on any changes which shall be made to the Employer's security procedures. Changes made to the security procedures shall be implemented within six (6) months following ratification of this contract.
- d) **Discipline – Section 1**
When an employee who is subject to discipline, including counseling, for work performance, attendance or any other reason, confides that she/he is experiencing domestic violence and provides some form of supporting documentation, such as a police report, medical report, statement of a counselor or shelter staff, injunctive order, a declaration of a witness, or the employee's own signed statement, a referral for appropriate assistance shall be offered to the employee in lieu of disciplinary action and the disciplinary action shall be held in abeyance for six (6) months. In accordance with other provisions of the contract, the employee has the right to union representation in any and all discussions with the Employer pertaining to this section.

The matter will be reviewed following the six (6) month period, and if the problem which initiated the disciplinary action has satisfactorily improved, any information pertaining to the discipline shall be removed from the employee's personnel file. If the problem remains, the employer, the Union, and the employee shall meet before the Employer undertakes any disciplinary action.

Discipline – Section 2

Any employee, who engages in domestic violence on the employer's premises, during work hours, or at an employer-sponsored social event, may be subject to disciplinary action in accordance with this contract. The Union shall be notified within two (2) working days of any potential disciplinary action under this section. In accordance with other provisions of this contract, the employee has the right to union representation in any and all discussions with the Employer pertaining to this section.

Such employees shall also be referred to appropriate resources through the Employee Assistance Program and/or other local resources.

- e) **Employee Assistance Plan** - The Employer's Employee Assistance Plan (EAP) shall include professionals trained specifically in domestic violence and its potential impact on work performance.

ARTICLE 13 – RIGHTS AND PRIVILEGES

- 13:01 Any rights and privileges at present enjoyed by the employees, or mutually agreed upon hereafter shall remain unchanged during the life of this Agreement.

ARTICLE 14 – WELFARE

14:01 Pension

- (a) The employer shall continue to provide the present pension plan with voluntary retirement at age 60 with no actuarial reduction, and indexation for all current and future retirees. All employees, except project and contract staff, shall belong to the pension plan as a condition of continued employment. The plan will provide for indexing for both current and future retirees. Any discussion to change the pension plan will take place with a representative (elected by the unit) of the bargaining unit present.
- (b) Early retirement benefits are payable from age 55 with a reduction of 1/4 of 1% for each month that the early retirement date is prior to age 60.
- (c) For employees working for an affiliate and accepting employment with the Ontario Federation of Labour, provision will be made for the transfer in of pension credits from their previous plan if it in no way is a cost factor for the employer.
- (d) Effective April 1, 2001, it is agreed that the pension calculation will be based on the best three 12-month periods.
- (e) Pensions - On June 1 and December 1 the Employer will provide the Union with an accounting of the status of payment to the Ontario Federation of Labour Employees' Pension. The accounting will include both information on special payments and Employer and employee contributions and if contributions are up to date or if not how far behind is the Employer on payments and a plan to bring Pension Plan payment up to date.

14:02

RRSP

- (a) Project staff will receive fourteen (14%) percent of salary per year to his/her RRSP in lieu of pension.
- (b) All contract employees hired for a period exceeding six (6) months shall receive in lieu of pension thirteen (13%) percent of salary for RRSP.
- (c) RRSPs will be paid monthly. If payment is delayed, the employee will be paid the additional cost of any interest lost.

14:03

Medical/Dental/Extended Health Benefits

- (a) The employer agrees to cover all employees subject to this agreement with benefit coverage as per the SSQ Financial agreement, dated April 16, 2008.

The following is a brief outline of those benefits:

- (i) A comprehensive drug plan. Dental plan that pays 100% basic, annual maximum \$2,500 combined with major restorative level at current ODA rates and, 80% major restorative including implants. Orthodontic co-insurance at 100% maximum, \$2,500 lifetime.
 - (ii) Vision care \$500 every 24 months. Eye exams \$150 maximum every 24 months. The employer agrees to cover the cost of laser eye surgery.
 - (iii) Paramedical coverage for paramedical practitioners will be \$500 maximum as follows:

Massage therapy at 100% no referral required. Kinesitherapist and orthoherapist have a combined maximum of \$500 per calendar year and require a physician referral. Psychologist, psychoanalyst, psychiatrist, and social worker are combined under 1 maximum of \$500 every calendar year.

Psychotherapist maximum of 20 visits per injury/not capped. Initial visit is \$85 with following visits to a maximum of \$55.
 - (iv) Extended health care includes unlimited semi-private hospital coverage, private hospital room to a maximum of \$1,000 0 per lifetime.
 - (v) Hearing aids are provided every three years at 100% reimbursement, to a maximum of \$1,500 and, after any provincial ADP eligible amount has been adjudicated.
 - (vi) Legal plan to include LawLine, a telephone legal service.
 - (vii) Out-of-country and travel assistance.
 - (viii) The provision for counselling (coverage through SSQ Financial) shall be \$500 per year.
- (b) **Reimbursement for Insurance Forms** - The employer also agrees to reimburse, upon receipt, the employee for charges by a doctor to complete insurance forms not currently covered by OHIP.
 - (c) **Reimbursement for Medical Form** - Where a cost is incurred for the completion of medical forms requested by the employer, WSIB or insurance carrier and such cost is not covered by the government plan, WSIB or insurance carrier, the employer will reimburse the employee for the cost.

- (d) **Lay Off Coverage** – SSQ Financial benefit coverage will continue for laid-off workers for a period of six (6) months after layoff.

- 14:04 **Life Insurance** - The employer will pay the full premium for **Life Insurance** coverage equivalent to two and one-half times the annual salary with accidental death and dismemberment for each employee covered by this agreement.
- 14:05 **Retirees Life Insurance** - The employer shall provide life insurance to all retirees in the amount of \$15,000 upon the retirement of an employee.
- 14:06 **Spousal Policy** - The employer shall provide life insurance in the amount of \$15,000 spousal policy where circumstances are evident.
- 14:07 **Employee Assistance Plan** - The employer will provide an EAP programme.
- 14:08 **Health Enhancement** - The employer will pay to a maximum of \$600 per calendar year. This payment to be made upon receipt (see Appendix 1 defining allowable coverage).
- 14:09 **Extended Disability Benefit Plan**
 - (a) The employer agrees to pay premiums for the coverage of an Extended Disability Benefit Plan for each employee. Extended Disability Benefits will come into effect for a disabled employee only after 120 days of continuous disability. The Ontario Federation of Labour agrees to maintain full salary and benefits of the disabled employee until the disability benefits come into effect.

An employee to become eligible for EDB must, if the employer requests, submit himself/herself to a medical examination by a medical doctor for a second opinion of the disability. The doctor will be mutually agreed to by the employee's bargaining agent and the employer. If the choice of doctor cannot be mutually agreed to, each party will submit an equal number of names to an independent draw.

The second doctor's diagnosis will be final and binding on the parties.

The second doctor's costs and fees will be paid by the employer.
 - (b) Increase the LTD benefit to seventy-five (75%) per cent of salary to a maximum of \$7,000 per month, own occupation for five (5) years after which the member may be deemed medically eligible to work. The onus of job placement is shared between SSQ and the employer such that at the end of the sixty (60) months of LTD in own occupation, the two parties would work in tandem to find suitable placement within the organization at comparative earnings.
 - (c) During the extended disability period the Ontario Federation of Labour agrees to provide all group health and life insurance coverage which were in effect at the time of disability.
 - (d) During the disability of an employee, the employer agrees to guarantee that the disabled employee will accumulate his/her regular pension credits based on the salary level in effect at the 120th day of disability.
 - (e) In regard to EDB, any government program in effect, or that comes into effect during the life of this agreement must be integrated with the EDB program.
 - (f) The employer agrees that in no event will integration of this EDB plan with any government program in effect or that comes into effect during the life of this agreement, result in the payment of less than seventy-five (75%) percent of the disabled employee's salary in effect as of the 120th day of disability.

- (g) In regards to integration of the extended disability plan benefit with any government disability plan the Ontario Federation of Labour agrees to provide seventy-five (75%) percent of the disabled employee's salary, as in effect on the 120th day of disability, and the union agrees that the disabled employee will assign to the Ontario Federation of Labour any such benefit not in excess of seventy-five (75%) percent of the disabled employee's salary in effect on the 120th day of disability. The Ontario Federation of Labour agrees to provide seventy-five (75%) of the disabled employee's salary in effect on the 120th day of disability, during any waiting or qualifying period required by any government disability benefits plan in effect or that comes into effect during the life of this Agreement.

14:10

Child Care Allowance

The employer agrees to pay a child care allowance of \$50 per week per child.

An employee, who is required to be absent from home overnight on Ontario Federation of Labour business travel and whose dependants are all under 16 years of age, may receive assistance for each night's absence for child care expenses incurred in excess of those incurred by the employee for care of the children during the work day. The terms of assistance are as follows:

- (a) An allowance of \$20 for each night when the child(ren) are left in the care of a friend or relative not normally residing with the family;
- (b) \$20 for each night for nannies/housekeepers who normally reside with the family;
- (c) Up to \$40 for each night to individuals at arm's length who provide child care as a regular source of income and who do not reside with the family;
- (d) Up to \$50 for each night the child(ren) are left in the care of a bonded sitter provided by a company in the business of providing child care services and which is taxed as a company.

Receipts for (b) and (c) shall include the cost, dates of employment, the sitter's name, phone number and social insurance number; and (d) would be reimbursed based on an invoice which includes the cost, dates of employment, the company name and phone number and the sitter's name.

14:11

Workers' Compensation

- (a) The employer agrees that there will be no reduction in any employment benefit due to hours absent because of sickness or injury which the employee's physician determines has arisen out of or in the course of the employee's employment; including but not limited to seniority, pension credits, vacation pay or medical/dental coverage.
- (b) The employer shall provide the union with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety and Insurance Board (WSIB) in order to give the union an opportunity to discuss with the employer any errors or omissions which may exist. The employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the employer and the WSIB regarding an employee's WSIB claim to both the union and the injured employee.
- (c) The employer agrees that an employee who is absent due to sickness or injury, which the employee's physician determines has arisen out of or in the course of the employee's employment, is entitled to 90 percent of their usual net wages from the day the accident occurred, for the duration of the employee's absence from work.

In the event that the employee is eligible for Workplace Safety and Insurance Board benefits which do not provide the employee with ninety (90%) percent of net wages when the employee is temporarily disabled, or if there is a legislated waiting period before the injured employee becomes eligible to receive Workplace Safety and Insurance Board benefits, the employer shall supplement the Workplace Safety and Insurance Board benefit to ninety (90%) percent of the employee's net average earnings for the duration of the employee's absence from work.

- (d) In the event of an employee's absence due to sickness or injury, said employee will be eligible to receive benefits under the employer's sickness and accident insurance plan, regardless of the cause of the sickness or injury. Benefit payments shall be reimbursed to the employer's insurance plan if the employee secures Workplace Safety and Insurance Board benefits.
- (e) The employer agrees to offer every disabled employee a suitable job upon the employee's return to work, which shall continue as long as the disability lasts and shall do so according to the process which follows. The employer agrees that any accommodation of disabled employees will be facilitated by a joint accommodation committee consisting of equal numbers of union and management representatives.
- (f) The employer shall modify the employee's job to accommodate the employee's disability. The employee's return to work plan will be written by the joint accommodation committee.
- (g) If the joint committee agrees that it is physically or technically impossible or financially prohibitive or not in the best interest of the employee to modify the employee's job, the employer shall offer the employee an alternate job or modified alternate job within the bargaining unit considered suitable by the union and the employee.
- (h) If the joint committee agrees that reduced hours of work are in the best interests of the employee, the employer shall accommodate the reduced hours of work modification with a letter of understanding pertaining to the employee.

Wage replacement benefits for the time not worked may be paid by the Workplace Safety and Insurance Board, the employer's insurance carrier or the employer (or a combination thereof), but in no case shall the employee receive less than ninety (90%) percent of their net income for the hours not worked.

- (i) If the joint committee agrees that a modified job classification is in the best interests of the employee, the employer shall accommodate the change to the job classification with a letter of understanding pertaining to the employee.
- (j) For all job postings for which an injured employee applies, such employee shall be given the opportunity to fill the posting provided their restrictions allow the employee to perform all the essential duties of the job posting and is qualified per the applicable collective agreement. The layoff and recall provisions of the collective agreement, however, shall apply in the same manner as if the person had not been disabled.
- (k) The employer agrees that a joint "Accommodation Committee" with equal representation of union and management members will be structured to facilitate the accommodation of employees with disabilities in the workplace. The employer shall provide the necessary education and resources to ensure the effectiveness of the Committee. Where more than one bargaining unit or union exists, the joint accommodation committee should have representatives of all bargaining units.

14:12

Benefits Entitlements During Unpaid Leaves

Upon request, employees on unpaid leaves will have their medical coverage and/or leased vehicle continued at the employee's expense.

- 14:13 **Benefits Entitlements During Paid Leaves**
- (a) Employees on paid maternity/paternity or adoption leave will have coverage of the benefit package. All costs associated with leased car/car allowance for the 120 days.
 - (b) Employees on medical leave or those who suffer an injury during the course of employment will have the same benefits as outlined above. All costs associated with leased car/car allowance afforded to them up to the 121st day of sickness, disability or injury.
 - (c) Before an employee commences on Maternity, Paternity, Adoption or the 121st day of illness or injury, Maintenance and Gas cards, the Bell Calling card, cell phone and the 15 Gervais Drive Parking Permit must be returned to the Federation.
- 14:14 **Health Care Premium Reimbursement**
Employer will reimburse health care premium cost to employees by January 31 of each year for health care premiums paid by the employee for the preceding year. Reimbursement will be based on salary. Reimbursement of active retiree's health care premium will be based on pension.
- 14:15 **PSA testing** will be provided once a year in the event it is no longer covered by OHIP.
- 14:16 The parties do hereby agree that upon the request of an employee, the employer agrees to pay the full cost of extended health benefits for dependents who are full time students between the age of 21 and 25 or for life for a disabled dependent.
- 14:17 The employer agrees to a pre-retirement planning course, the first in January 2012, and every two (2) years thereafter, if required.

ARTICLE 15 – MATERNITY AND PARENTAL LEAVES OF ABSENCE

- 15:01 **Supplemental Employment Insurance Plan for Maternity and Parental Leave**
- (a) The Supplementary Employment Insurance (SUB) maternity plan is made available to all eligible employees of the Ontario Federation of Labour. To be eligible to receive this benefit a person must be employed with the Federation for a period of three (3) months or more.
 - (b) The plan will supplement employment insurance benefits received by employees for temporary unemployment as a result of the parental care of a newborn and for the care of an adopted child.
 - (c) The SUB plan is financed solely by the employer through general revenues.
 - (d) An employee entitled to maternity leave under this article, who provides the employer with proof that she has applied for and is eligible to receive employment insurance benefits shall be paid in accordance with this Article.
 - (e) In respect of the period of maternity leave, payments made to an employee who qualifies will be as follows:
 - (i) for the first two (2) weeks, payment equivalent to ninety-five (95%) percent of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave, and
 - (ii) up to a maximum of fifty (50) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-five (95%) percent of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave.

15:02

Parental Leave

- (f) In respect to parental leave, these benefits are available for the care of a new born child or for the care of an adopted child. They are available to either the mother or the father or may be shared between them.

An employee entitled to leave under this article, who provides the employer with proof that she/he has applied for and is eligible to receive employment insurance benefits, shall be paid in accordance with Article 15:01(e).

- (g) In respect of the birth mother:
 - (i) payments up to a maximum of fifty (50) additional weeks payment at equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-five (95%) percent of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the leave.
- (h) In respect of the other parent or the adoptive parent:
 - (i) for the first two (2) weeks, payment equal to ninety-five (95%) percent of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the parental leave, and
 - (ii) up to a maximum of thirty-five (35) additional weeks, payment equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-five (95%) percent of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the leave.
- (i) Employees do not have a right to SUB payment except for supplementation of EI benefits for the unemployment period as specified in the plan.
- (j) The employee does not have any vested right except to receive payments for the covered unemployment periods.
- (k) Payments in respect of a guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
- (l) An employee returning to work after a maternity leave of absence must give the employer a Doctor's Certificate showing that she is physically capable of going back to her normal duties.
- (m) An employee granted maternity or parental leave shall continue to accumulate seniority.
- (n) The employer agrees to pay all premiums for benefits including pension contributions.

ARTICLE 16 – LEAVES OF ABSENCE

16:01

Legal

Any employee required to attend or serve on a jury or attend as a witness in any court of justice, coroners' jury, board of arbitration, board of conciliation, or to attend to any inquiry authorized by law, or where required by law to attend as a witness, shall be granted leave with regular pay to fulfil such duties, and such time shall not be deducted from any leave entitlement.

- 16:02 Bereavement**
(a) In the event of a death in the employee's family, the employee will be granted leave of absence minimum of five (5) days without loss of pay or seniority or a reasonable period to be mutually agreed to by the employer and the employee.
(b) If such 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 vacation period.
- 16:03 Extended Unpaid Maternity and Parental Leave**
An employee granted leave shall continue to accumulate seniority.
- 16:04 Paid Family Responsibility Leave**
An employee shall be granted up to a maximum of three (3) working days of paid leave to carry out family responsibilities, such as, but not limited to sickness, medical appointments/treatment, legal appointments, school appointments. Family member is identified as child, grandchild, parent, grandparent, spouse, partner, sister/brother, in-laws, dependent or legal guardian. The time can be taken in half days.
- 16:05 Unpaid General Leave**
The employer will give consideration to request for leave of absence for reasonable periods of time without pay.

An employee granted a leave of absence for the purposes of serving in an elected office, or appointed position shall continue to accumulate seniority, pay union dues and retains the right to participate in the pension plan and benefit package (employee to cover both employee and employers costs) for the first term of the elected, or appointed period. After which time if the employee continues in the position for additional terms their seniority shall be frozen.

An employee granted unpaid leave for another purpose shall continue to accumulate seniority, pay union dues and retain the right to participate in the pension plan and benefit package, (employee to cover both employee and employers costs) for the maximum term of three years. After which time if the employee does not return to the Federation's employment, the employee shall terminate their employment and receive all monies owing such as banked vacation pay; severance funds.

Upon returning from such leave of absence the employer agrees to reinstate such employee in a job with the equivalent pay classification and benefits at the time the leave of absence took effect.
- 16:06 Union Activity Leave**
If an employee is designated by the Union to attend a convention of the National Union, COPE, the Canadian Labour Congress, or the New Democratic Party, on its behalf, the employer shall not make any deductions from the employee's wages for the period required for such attendance. The employer will not unreasonably withhold approval for the employee who is designated by the union.
- 16:07 Prepaid Leave Plan**
The Prepaid Leave Plan (PLP) is a plan developed to come into effect January 1, 1989, to afford all Employees the opportunity to take a six (6) month or one (1) year leave of absence and to finance the leave through deferral of salary in an appropriate amount from the previous years as outlined below. Such deferred salary is to be accumulated and, together with interest, paid out at the commencement of the leave.

- (a) **Eligibility:** Any employee having two (2) years seniority with the Employer is eligible to participate in the PLP.
- (b) **Application:** Eligible employees must give six (6) months written notice to the employer of their desire to participate in the PLP. Such notice must set out the time frame for the leave. When two (2) or more employees from the same bargaining unit request the leave for the same time period, such conflicts will be resolved by the most senior employee having the first preference.
- (c) **Plan Make-up:** The following shall constitute the deferral make-up of the plan:
 - (i) two (2) years (6 months leave) of one-quarter of annual salary in each year followed by six (6) months leave; or
 - (ii) four years (1 year) of one-fifth of annual salary in each year followed by one year of leave.
- (d) **Terms and Conditions:** The payment of salary and benefits during the deferral period and the leave shall be as follows:
 - (i) In each year of the PLP, preceding the leave, the employee's salary shall be reduced by up to twenty-five (25%) percent.

 This amount, plus any interest earned, shall be retained for the participant by the Employer, to finance the leave.
 - (ii) **Interest Rate:** The calculation of interest under the terms of each PLP shall be monthly (not in advance). The interest paid shall be the interest rates in effect on the last day of each month for a true savings account. The minimum rates will be those set out in writing by the bank branch with which the Employer deals.

 Interest, calculated as above, shall be applied on a monthly basis. The first credit is to be made the month following the initial deposit. At the option of the employee, the money for the PLP may be invested in term deposits.

 A yearly statement of the amount standing to the participant's credit will be sent to the participant by the employer.
 - (iii) **Benefits:** Will continue during the year of the PLP.
 - (iv) **Premium Cost:** A participant's coverage for all Health, Medical, Pension and LTD plans, that are in effect immediately prior to the leave, will, if eligibility conditions permit, be maintained during the leave of absence at the employee's option, however all the premium costs of such plans shall be paid by the participant during the leave.
 - (v) **Vacation Holidays:** During the year of leave the employee shall not continue to accumulate paid vacations, or holidays as provided for in this Agreement. However, during the year preceding and the year following the leave, the employee will receive full vacation, and holidays in accordance with this Agreement as if employment had been continuous and not interrupted by the leave.
 - (vi) **Seniority:** During the leave, seniority shall continue.
 - (vii) **Pay Out:** At the commencement of the leave, the Employer shall pay to the participant the monies standing to the employee's 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 in the year of leave.

- (e) **Assignment on Return:** On return from leave, a participant will be assigned to the same position.
- (f) **Withdrawal Rights:** A participant may withdraw from the PLP any time up to six (6) months prior to commencement of the leave. Anyone withdrawing from the PLP shall be paid a lump sum adjustment equal to monies deferred plus interest monies accrued to the date of withdrawal from the PLP. Payment shall be made as soon as possible but must be made within thirty (30) days of withdrawal.

On leaving employment any participant who resigns or is terminated prior to commencement of the leave, shall cease to be a participant in the PLP, and shall receive payment as outlined in the paragraph above.

- (g) All monies deferred as part of the pre-paid leave plan shall be maintained in a separate GIC (determined in consultation with the employee). The employee shall be provided with quarterly statements of all monies accrued to their credit in such account.

ARTICLE 17 – JOB POSTING

- 17:01 All employees covered by this Agreement shall have the right to apply for all jobs which become vacant or new jobs created. Seniority will not be the sole criterion in the filling of such jobs; however, where experience and ability are equal, seniority will be the determining factor in filling such jobs.
- 17:02 Notice of all job vacancies and opening shall be posted on the bulletin board for at least five (5) working days prior to posting being mailed to all affiliates. Such posting shall contain the following information: job title and description of duties.

ARTICLE 18 – LAYOFF AND RECALL

- 18:01 **Layoff Provisions**
In the event of a layoff, the employee will receive:
 - (a) four (4) months' notice in writing or pay in lieu of at his/her regular rate of pay.
 - (b) in the event that proper notice, as spelled out in (a) above is given, the effected employee will receive two (2) weeks' pay at his/her regular rate of pay on or before his/her last scheduled day of work.
 - (c) continuation of benefits for six (6) months beyond the last day of work.
 - (d) any entitlement under the severance fund.
- 18:02 In the event of a layoff or staff reduction, the employer agrees to meet with two (2) members of the bargaining committee to discuss the situation. Seniority will be the deciding factor in regards to layoffs and/or reductions.
- 18:03 Seniority shall continue during layoff and not cease unless the person:
 - (a) notifies in writing that he/she has severed employment;
 - (b) fails to report after personally receiving the registered letter to return from layoff;
 - (c) has been on layoff for three (3) years or the length of seniority at time of layoff, whichever is greater; and
 - (d) has died or retired.

18:04 **Recall**
A person on layoff will be recalled by the employer as soon as additional staff is required. Recall shall be by seniority and the ability to do the job. The person being recalled must receive notice by registered mail.

18:05 The employee will, through the union, keep the employer informed of any change of address.

ARTICLE 19 – TECHNOLOGICAL CHANGE

19:01 Technological change shall be introduced after the union and the employer have consulted to protect employees from any adverse effect.

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

19:02 **VDTs:**

- (a) The employer shall provide a computer work station with appropriate ergonomic features.
- (b) **Hours:** Where an employee is required to work continuously at a VDT, there shall be an obligatory ten (10) minute machine break after each fifty (50) minutes of work, during which breaks employees shall perform other duties.
- (c) **Pregnancy:** At the request of an employee, the employer will not require a pregnant employee, or an employee who advises that she is intending to become pregnant, to work at a VDT. Such employees shall be entitled to be placed in work at equal pay for the duration of the period in question.
- (d) **Eye Tests:** The employer agrees to eye tests at six (6) month intervals and will pay any additional charges for these tests.
- (e) **Corrective Lenses:** The employer shall provide the cost of corrective lenses only, to a maximum of \$300, for employees using VDTs whose vision care coverage has been exhausted.
- (f) **Maintenance:** VDTs will be tested every twelve (12) months for radiation emissions, both ionizing and non-ionizing, by a properly qualified person, approved by the Union. The employer accepts responsibility to maintain VDTs in a safe condition and in good working order.
- (g) **Training:** All employees shall, at the expense of the employer, be given training in the use of new equipment required to do their individual jobs and new computer software, agreed to by the employer following discussion by the Computer Committee, within thirty (30) days of installation. Manuals will be provided for each employee at the time of installation.
- (h) **Xerox:** A ventilation system shall be installed in Xerox copying areas to ensure that hot air and fumes from the copiers are satisfactorily vented out of the building.
- (i) The union and employer agree to have one (1) person from each bargaining unit trained to act as backup for the computer system with complete supervisory access. The names are to be submitted by the bargaining committee.

ARTICLE 20 – NEGOTIATING COMMITTEE

- 20:01 (a) All employees who are members of the negotiating committee shall be given up to two (2) paid days for the purpose of preparing union proposals prior to collective bargaining.
- (b) All employees who are members of the negotiating committee will be given time off with pay within thirty (30) days of signing this memorandum to proofread the amended collective agreement.

ARTICLE 21 – COLLECTIVE AGREEMENT

- 21:01 The employer agrees to provide a copy of the collective agreement to all employees of the bargaining unit within ninety (90) days of signing of the memorandum.
- 21:02 The union and employer agree that contract negotiations for COPE Local 343 and the Ontario Federation of Labour will take place jointly with both units of Local 343, support and staff.

ARTICLE 22 – JOINT COMMITTEES

- 22:01 **Joint Health and Safety Committee**
The parties agree to a Joint Health and Safety Committee with representatives from both bargaining units and management.
- 22:02 **Labour Management Committee**
The parties agree to a Labour Management Committee to address the concerns that may arise from time to time. This committee will consist of two (2) support staff, two (2) programme staff, and two (2) representatives nominated by the Officers. A meeting of this committee can be called by either party.
- 22:03 **Joint Pension and Benefits Committees**
The parties agree to a joint committee to conduct an in-depth review of the pension plan and benefit package. Where appropriate, recommendations and changes should be made during the term of this agreement.
- 22:04 **Joint Accommodation Committee**
The parties agree that any accommodation of disabled employees will be facilitated by the establishment of a Joint Accommodation Committee consisting of equal numbers of union and management representatives.
- 22:05 **Computer Committee**
The parties agree to have one person from each bargaining unit trained to act as backup for the computer system with complete supervisory access and address issues arising. The names are to be submitted by the bargaining committee.

ARTICLE 23 – JOB ASSIGNMENTS AND RESPONSIBILITIES

- 23:01 **New Classifications**
New classifications established during the life of the Agreement shall be subject to negotiations between the parties to this agreement. In the event the parties fail to reach a mutually satisfactory agreement regarding the above, the matters in dispute may be treated as a grievance by either party and will be subject to Article 8 of this Agreement.

23:02 Changes to the Job Assignments

Whenever the employer proposes any change, addition, modification or deletion in the job assignments and responsibilities of any employees covered by this agreement, such shall be submitted for discussion with the employee affected and the employee's union representative for discussion. In the event no agreement is reached, the matter may be treated as a subject of a grievance. It is further agreed that no such change shall be inconsistent with the constitution of the Ontario Federation of Labour.

23:03 Temporary, Project or Contract Employees

Prior to hiring temporary employees, project employees or any person(s) on a contract basis, the Ontario Federation of Labour will enter into discussion with, and receive the approval of, the union on the terms of employment. The union will not refuse approval of hiring any individual, if the compensation is within the salary and benefits level in the current Collective Agreement.

ARTICLE 24 – JOB SHARING

24:01 The employer agrees to consider a request from employees, the ability to explore job sharing and if granted, the union and the employer will negotiate a job sharing agreement.

ARTICLE 25 – TERMINATION

25:01 This Agreement shall come into effect on April 1, 2014, and shall remain in force until 12 midnight September 30, 2016, and shall be automatically renewed from year to year unless, at least thirty (30) days prior to any expiry date, either party gives notice to the other of a desire to make revision of this Agreement.

Executed this 18th day of May, 2016.

Signed on behalf of the
Ontario Federation of Labour, CLC

Signed on behalf of the
Canadian Office and Professional Employees
Union, Local 343

Letter 1 – Out-of-Pocket and Travel Expense

LETTER OF INTENT

between **ONTARIO FEDERATION OF LABOUR, CLC**

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

representing "all directors, staff representatives and project staff of the Ontario Federation of Labour"

The following items are matters mutually agreed to between the parties mentioned above and they will run concurrently with the collective agreement unless otherwise stated.

A. The out of town reimbursement expense is \$70 per day.

For employees travelling out-of-town and requiring overnight accommodation, the out-of-town rate for day of return will be \$70. The in-town weekly reimbursable expense will be \$70 for all members of the bargaining unit.

Should circumstances warrant the Secretary-Treasurer of the OFL may approve in-town daily/overnight expenses.

B. The daily reimbursable expense for all conventions will be \$80 per day for all members of the bargaining unit. All staff will attend the OFL convention.

C. The employer agrees to maintain cellular phones that are available for use by staff.

Effective May 27, 2008, those employees are entitled to blue tooth headsets to be used in conjunction with the cell phone.

D. Leased cars will be on a 24-month basis. When cars are up for renewal employees will be given an updated list on models available. All available in two or four door models, V/6 motor, power steering, automatic transmission, side view mirrors, rear window defogger, front and back floor mats, and side body mouldings.

Cars will come equipped with A/C, CD, tilt wheel, cruise control, ABS brakes, keyless entry, power locks and windows, and snow tires. There will be a driver option to buy the car. The special equipment options will have to be paid up front for all staff persons choosing to exceed the basic terms of the lease.

E. All employees' expenses will be reimbursed within two (2) weeks of submission of receipts. If reimbursement is not made within this timeframe the Employer will cover any additional costs incurred by the employee(s).

Signed this 18th day of May, 2016.

Signed on behalf of the
Ontario Federation of Labour, CLC

Signed on behalf of the
Canadian Office and Professional Employees
Union, Local 343

Letter 2 – Retired Staff Benefits

May 18, 2016

Ms. Carrol Anne Sceviour
Chairperson, Staff Unit
Canadian Office and Professional Employees Union, Local 343
555 Richmond Street West, Suite 709
PO Box 1202
Toronto, Ontario
M5V 3B1

Dear Sister Sceviour:

This letter will confirm that the Ontario Federation of Labour has agreed to increase and maintain the benefits level of the retired staff to that of the active staff.

The drug and dental plans will be upgraded to the current fee schedules and the eye care plan will apply to retired members and their families.

The employer agrees to obtain language from SSQ to allow new retirees the option to purchase full coverage life insurance.

Benefit carrier (SSQ) will provide a Labour Liaison to discuss and resolve any disputes re denial of benefits.

Establishment of labour/management committee to speak with benefit adjudicator.

Employer shall provide the Union's benefits representatives with a copy the benefits policy manual.

In solidarity,


PATTY COATES
Secretary-Treasurer

Letter 3 – Bridging

May 18, 2016

Ms. Carrol Anne Sceviour
Chairperson, Staff Unit
Canadian Office and Professional Employees Union, Local 343
555 Richmond Street West, Suite 709
PO Box 1202
Toronto, Ontario
M5V 3B1

Dear Sister Sceviour:

Regarding our discussions in negotiations on the subject of employees retiring before age 60 years, this letter will confirm our agreement to review all suggestions for a bridging provision with the union on an individual basis, at the request of the bargaining unit.

In solidarity,

PATTY COATES
Secretary-Treasurer

Letter 4 – Employee Move

LETTER OF INTENT

between **ONTARIO FEDERATION OF LABOUR, CLC**

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

It is agreed that in the event an employee is moved or relocated that the employer will enter into discussions with the union should the need arise.

Signed this 18th day of May, 2016.

Signed on behalf of the
Ontario Federation of Labour, CLC

Signed on behalf of the
Canadian Office and Professional Employees
Union, Local 343

Letter 5 – Civil Liability

LETTER OF INTENT

between ONTARIO FEDERATION OF LABOUR, CLC

and CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

The parties agree to negotiate language regarding civil liability for OFL staff in the performance of their duties.

Signed this 18th day of May, 2016.

Signed on behalf of the
Ontario Federation of Labour, CLC

Signed on behalf of the
Canadian Office and Professional Employees
Union, Local 343

Letter 6 – Pension Surplus

LETTER OF INTENT

between ONTARIO FEDERATION OF LABOUR, CLC

and CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

During the negotiations it was recognized that discussions on pensions would not be completed at the time all other issues had been resolved. The parties agree to continue discussions and reach agreement on determining the best means of using the surplus for the benefit of the members and the future of the plan, consistent with the applicable legislation and regulations. When reached, such agreement will be entered into and form a part of the pension plan. Such changes shall be the subject of a letter of understanding.

Signed this 18th day of May, 2016.

Signed on behalf of the
Ontario Federation of Labour, CLC

Signed on behalf of the
Canadian Office and Professional Employees
Union, Local 343

Letter 7 – Vehicle Emergency Kit

LETTER OF INTENT

between **ONTARIO FEDERATION OF LABOUR, CLC**

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

The vehicle emergency kit referenced in Article 4:04 shall contain as a minimum:

- first aid kit
- booster cables
- "call police banner"
- flares
- candles and safety matches
- flash light/batteries
- canister of tire sealer/inflater
- heat reflective emergency blanket
- gas syphon pump
- reflective roadside triangles (same purpose as flares)
- gloves
- emergency water bag
- safety vest

The first aid component of the kit shall as a minimum be provided in accordance with the section of the WSIB first aid regulation applicable for transport vehicles.

Signed this 18th day of May, 2016.

Signed on behalf of the
Ontario Federation of Labour, CLC

Signed on behalf of the
Canadian Office and Professional Employees
Union, Local 343

Letter 8 – Calculation of Pensionable Earnings

May 18, 2016

Ms. Carrol Anne Sceviour
Chairperson, Staff Unit
Canadian Office and Professional Employees Union, Local 343
555 Richmond Street West, Suite 709
PO Box 1202
Toronto, Ontario
M5V 3B1

Dear Sister Sceviour:

The parties agree to investigate the possibility of the inclusion of car allowance/leased costs as pensionable earnings for the calculation of pension contributions.

In solidarity,

PATTY COATES
Secretary-Treasurer

Letter 9 – Workload

- (a) **Definition:** Workload is the amount of work assigned or expected in a specified time period.
- (b) **Principles:**
- Workload is an important issue and managing it effectively leads to a healthy and productive workforce that benefits everyone.
 - The promotion of a positive work/life balance benefits everyone.
 - Where a job involves an excessive workload on an ongoing basis, it is not acceptable and must be addressed.
 - Everyone (management, the Union, and employees) has a role to play in managing workload.
 - Employees and managers will have access to tools and resources to assist in the management of workload.
 - When resources change, expectations need to be reviewed and adjusted accordingly.
 - A culture that encourages breaks and meal breaks is an effective way to help with workload.
 - A culture where everyone feels free to discuss workload and where there is receptiveness to workload discussions is essential to a healthy workplace.
- (c) The following process has been agreed as one method of addressing workload issues. Management and the Union are committed to monitoring workload issues through this process and where appropriate make serious attempts to resolve problems. The Labour Management Committee is one forum where these discussions may occur.
- (d) There shall be no imposition of unreasonable workload upon any employee.
- (e) If an employee feels their ongoing workload is excessive, they should discuss it with their officer/supervisor. The discussions may include such things as the nature and requirements of the assignment(s), available staff, facilities, objectives, scheduling, breaks, meal breaks and demands on the employee's time.
- (f) Where an employee feels their workload is excessive, the employee may identify the issue to the officer responsible for their department or may request that their local Union representative identify the issue to the employee's supervisor. Once made aware, the Employer will meet with the employee to discuss the issue.
- (g) Where it is agreed the workload is excessive, management will make serious attempts to resolve the problem. Such attempts will include seeking input from the employee. In addition, management may take such actions as:
- assigning other persons to help with the workload
 - training
 - alternative work arrangements
 - re-examine scheduling of hours
 - planning ahead
 - workflow analysis
 - finding efficiencies
 - technological assistance
 - resource review
 - examination of other factors

- (h) Where the absence of one or more employees may create a significant increase in workload for other employees, management will review the issue(s) raised and look at a number of ways to attempt to relieve the workload issue(s). Expectations will be reviewed and adjusted accordingly, or backfill will be provided. Options may include assignment and re-assignment, the hiring of temporary staff to ease the workload and/or other arrangements within the workplace.
- (i) Where there is a disagreement between management and the employee(s) over the issue of workload or the proposed remedy, the Joint Labour Management Committee will meet to discuss. Should the issue not be resolved, it will be referred to the grievance procedure.

Signed this 18th day of May, 2016.

Signed on behalf of the
Ontario Federation of Labour, CLC

Signed on behalf of the
Canadian Office and Professional Employees
Union, Local 343

APPENDIX I – HEALTH ENHANCEMENT

The following is a list of acceptable uses of the health enhancement benefit. They are as follows:

- health club fees
- physiotherapy
- counselling
- chiropractic services
- purchase of one piece of exercise equipment once every five (5) years, this does include a bicycle
- acupuncture
- health programs such as:
 - weight loss programs
 - smoking cessation programs
 - massage therapy with a registered massage therapist
 - holistic medicine provided it is prescribed by a licensed practitioner
 - sleep disorder treatment, and
 - other items such as braces and devices for health purposes.

SENIORITY LIST
(Revised May 18, 2016)

Program Staff

Carrol Anne Sceviour	November 5, 1986
Laurie Hardwick	October 9, 1990
Vern Edwards	October 13, 1992
Joel Duff	January 3, 2011
Antoni Shelton	February 27, 2012
Rob Halpin	August 3, 2015

Cope343