



Collective Agreement

between

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

and

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

March 1, 2022, to February 28, 2026

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ARTICLE 1 – RECOGNITION

- 1:01 The employer recognizes the union as the sole collective bargaining agent for all project staff and Ontario Federation of Labour (OFL), program staff save and except the Elected Officers and one management staff position.
- 1:02 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 programs.

1:03 Management Rights

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the employees of the Ontario Federation of Labour. The Employer shall act reasonably, fairly and in good faith in a manner consistent with Trade Union Principles and with the Agreement as a whole.

1:04 The parties agree that the Ontario Federation of Labour is an equal opportunity employer. As such, in the matters of filling vacant positions or advancement it will not disadvantage persons based on colour, religion, beliefs, sexuality, country of origin, age, heritage, gender, or gender identity/expression or any other grounds covered under the Ontario Human Rights Code.

1:05 Rights and Privileges

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 2 – DEFINITIONS

"Employee" means a member of the bargaining unit and includes:

Permanent Employee

A permanent employee is one who is employed on a continuous full-time basis and who works the regular hours of work per week.

(a) or Administrative Staff who is employed on a continuous part-time basis and who normally works less than sixteen (16) hours per week.

Temporary and Contract Employees

A temporary employee is one who is employed on a temporary basis. It is agreed that a temporary employee will not be employed for a period exceeding ninety (90) days.

A contract employee is one who is employed on a continuous full-time basis and who works the regular hours of work per week for the position. Such employee is hired for a specific period exceeding ninety (90) days.

Temporary and contract employees are employees hired for a specific project or to replace an employee on leave of absence and are provided written notice upon hiring including the start date and expected end date of the position. Employees in a temporary or contract position are entitled to all the provisions under the collective agreement except pension and seniority.

Health Benefits: After sixty (60) days, temporary employees will receive, in lieu of benefits, payment at the appropriate rate for the SSQ benefit coverage. Benefit coverage for contract employees will take effect after sixty (60) days.

In the event a temporary or contract employee applies for a vacancy and is the successful candidate during the life of the contract, they shall be credited seniority to the first day of hire as a temporary or contract employee and would have the option to buy back credits in the pension plan.

Contract employees hired for six (6) months or more shall receive, in lieu of pension, an RRSP equal to fifteen percent (15%) of salary. RRSPs will be paid monthly. If payment is delayed, the employee will be paid the additional cost of any interest lost.

Provision for maternity, parental and adoption leave in the case of a temporary employee will only be as per the *Employment Insurance Act* with no supplemental top up. Administrative staff temporary employees will not be entitled to the provision regarding the tenth day off.

Secondment

- (a) A seconded employee is one who is hired for a specific purpose such as a project. The seconded employee continues to be paid by their home employer and the Federation shall reimburse that employer *if required*. If the rate of pay for the position's wages, RRSPs, etc. exceeds that paid by the home employer, the employee shall be topped up to a level established by the collective agreement for the position filled. Union dues will be paid to COPE based on the employee's rate of pay.
- (b) Employees may be seconded for a specific task such as phonebank, material distribution, etc. Seconded employees shall continue to be paid by their home employer and the Federation may reimburse the employer.

ARTICLE 3 - NO DISCRIMINATION

- 3:01 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.
- 3:02 The OFL and COPE Local 343 recognize the right of employees to work in an environment free from all forms of harassment, including sexual and racial harassment, and agree that harassment will not be tolerated in the workplace. Grievances under this article will be handled with all possible confidentiality.
- 3:03 The employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

ARTICLE 4 - CONTRACTING OUT

- 4:01 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.
- 4:02 It is not the intention of the employer to contract out work that directly result in the loss, lay off, displacement or not filling vacant positions of any permanent employees.
- 4:03 However, in extraordinary circumstances it may become necessary to contract out small segments of work normally performed by members of the bargaining unit due to workload or time constraints or a situation beyond their control. The employer will inform the union in writing of the reasons for and terms of the contracting out.

4:04 Bargaining Unit Work

Administrative staff must process any letters or documents that are circulated externally. These documents must contain the initials of the director/coordinator and the administrative staff, and the COPE union label.

- 4:05 Directors/Coordinators 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 USB stick.
- 4:06 Directors/Coordinators can produce their own work for internal purposes. These are memos, drafts, e-mail, etc., for use within the office.
- 4:07 Union Label: All printed work performed by members of this unit shall bear the COPE 343 label.

ARTICLE 5 – UNION SECURITY

Employees shall receive equal pay for work of equal value, regardless of gender.

- 5:01 All employees to whom this agreement applies shall be required to join the union immediately when hired.
 - When interviewing job applicants, the employer shall inform them of this requirement and shall supply them with a copy of the collective agreement upon hiring.
- 5:02 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.
- 5:03 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 monthly.
 - (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.
- 5:04 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.
- 5:05 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.
- 5:06 The employer acknowledges that the union steward(s) has duties to perform, and such reasonable time shall be allowed to carry out these functions during paid regular working hours.

ARTICLE 6 - PERSONNEL FILE

6:01 Employees have the right to examine and copy their personnel file with a duly appointed representative of the employer present. The employee may be accompanied by a union steward if they so choose. All written documentation in personnel files that are of a disciplinary nature shall be removed after twelve (12) months.

6:02 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 7 – SENIORITY AND PROBATION

7:01 Seniority shall be accorded to each employee at the completion of a probationary period of ninety (90) days, effective from the date of hiring and shall continue to accrue until the employee voluntarily leaves the services of the employer or is discharged for cause.

The employer shall meet with the employee not later than fifty-five (55) days to review the employee's progress. An employee granted leave of absence or is laid off shall retain their seniority status.

- 7:02 (a) All employees covered by this agreement shall have the right to apply for all jobs which become vacant or new jobs.
 - (b) In promotions, layoffs and recalls, seniority shall be the only consideration where the employee's ability is sufficient to perform the work required.
 - (c) If a member of the project staff or a member of the OFL program staff are successful applicants, those employee's seniority will follow them.
- 7:03 When a current employee applies to a position to or from a Project or an OFL program position there shall be a follow-up meeting within three (3) months in order to determine any training needs or support needed by the employee.

7:04 Calculation of Seniority

When two or more employees commence work in the same seniority group on the same day, seniority shall be established through a draw with both the union and the employees affected present.

7:05 General Leave of Absence

The seniority status of an employee who is granted paid leave of absence or unpaid leave of absence shall be retained and shall continue to accumulate as outlined in Article 18.

7:06 The employer shall provide the union with an updated seniority list within thirty (30) days of the addition of new employees. This list shall include permanent, temporary and contract employees.

It is agreed that OFL permanent staff will not be able to use their seniority to apply for jobs in project programs nor will project employees be able to use their seniority to apply for jobs in the OFL's full time program or other projects.

7:07 Seniority for Temporary/Contract Employees

- (a) All service worked from the original date of hire provided there has not been a break in service of more than one year;
- (b) If there is a break in service of sixty (60) calendar days or less, such time shall be considered as continuous service:
- (c) If there is a break in service of over sixty (60) calendar days, such time will not contribute to service and seniority date will be adjusted accordingly;

7:08 **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.

ARTICLE 8 – WAGES AND OTHER ALLOWANCES

8:01 Effective March 1, 2022, the wage schedule shall be as follows:

Classification – Directors / Coordinators	Feb 28, 2022	Mar 1, 2022 (2% Retro)
Executive Director	\$2,412.79	\$2,461.05
Directors	\$2,307.17	\$2,353.31
Program Coordinator	\$1,980.76	\$2,020.38
Project Coordinator	\$1,980.76	\$2,020.38
Finance Coordinator	\$1,980.76	\$2,020.38

Classification – Administrative Staff	Feb 28, 2022	Mar 1, 2022 (2% Retro)
Administrative Support to Officers	\$1,526.04	\$1,556.56
Administrative Support	\$1,477.90	\$1,507.46
Administrative Support/Reception	\$1,477.90	\$1,507.46
Production Coordinator	\$1,477.90	\$1,507.46

Wages: Year 1: 2%, Year 2: 2%, Year 3: \$1200 lump sum, Year 4: 2%, with retroactivity to March 1, 2022, for all employees, with the exception of those who received a final settlement through the grievance process. Wage grid to be updated.

- (a) Employees to receive a twelve hundred (\$1,200) dollar lump sum payment on March 1, 2024.
- (b) Administrative support to officers will receive a \$1000 flat wage increase (upon Date of Ratification, and a one-time payment of three thousand (\$3,000) dollars within thirty (30) days of ratification.
- (c) The Executive Director will be paid \$5,000 per year above the Directors' rate.
- (d) Wages will be paid weekly through automatic bank deposits.
- (e) The employer shall each year provide to employees upon request an itemized list of T4 Box 40, other taxable allowances and benefits.

Where it is a condition of employment, a bilingual bonus of seven (7%) percent will be added to rate of pay.

8:02 Bilingual Bonus: any employee who is authorized to work in Canada's two official languages and does so for a period of six (6) or more hours in any calendar week, will be paid a bilingual bonus of seven (7%) percent of their salary for that week.

8.03 Cost of Living Allowance

The Cost of Living allowance shall be updated from the previous agreement and shall provide a cost of living allowance formula based on 2002 = 100 every August and February with the adjustment period of January 1 to June 30 and July 1 to December 31 respectfully of each year. The COLA will provide one cent (\$0.01) per hour for every point one (1) rise in the CPI and shall be folded into the base rate as per the above dates and will apply to all members of the bargaining unit. The Toronto Consumer Price Index as provided by Statistics Canada will be what is used to determine the base and increases moving forward. Should Statistics Canada not produce data for Toronto, the Ontario Consumer Price Index will be used. Copies of both the Toronto and Ontario Consumer Price Indexes beginning with 2002 and updated yearly will be provided to all parties each year by February 1.

The Employer will secure the services of a certified accountant to perform the COLA calculations which will then be reviewed and implemented by the Employer and Finance Coordinator.

8:04 Administrative Staff

- (a) Permanent part-time employees shall be paid the proportion of the weekly rate established for their job classifications in accordance with length of service as set out in the wage schedule.
- (b) A temporary or contract employee who is replacing a permanent employee shall receive the weekly rate established for that job classification in accordance with the length of service as set out in the wage schedule.

8:05 Car Allowance- Directors/Coordinators

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 (9) 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.

8:06 Vehicle Emergency Kit - Directors/Coordinators

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.

8:07 Internet

- (a) **Directors and Coordinators** shall be reimbursed up to fifty (\$50) dollars monthly maximum for home Internet service. A receipt must be provided.
- (b) The employer shall provide Administrative Support to Officers with a phone/internet subsidy of forty (\$40) dollars per month. In peak times, such as convention, the employer shall provide the employee with a phone for their use or cover the phone cost for that period.

8:08 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.
- (c) When employees are required to take courses as set in Article 8:08 (b) they will receive a twenty (\$20) dollars per day expense allowance, plus parking.

8:09 Reimbursement of Expenses

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).

Employees will submit expenses on a monthly basis. If unable to submit on time, the employee will notify the employer, and reimbursement of those expense claims will not be unreasonably denied or withheld.

8:10 Mileage - Administrative Staff

When an employee uses their car in the performance of their duties, they shall receive a mileage allowance of fifty-five (55¢) cents per kilometre or the rate established by the OFL executive board for the OFL executive council, whichever is greater.

8:11 Transportation - Administrative Staff

All employees not using employer-provided parking and who use a TTC pass to and from work shall be reimbursed, upon receipt, for the monthly cost of the TTC pass.

8:12 Travel - Administrative Staff

Travelling time beyond that which is normally required to travel to and from work shall be paid at the overtime rate of pay.

8:13 Hours of Work - Administrative Staff

Hours of work shall consist of 31.25 hours, five (5) days per week, Monday to Thursday, between the hours of 9:00 a.m. to 5:00 p.m., and Friday, between 9:00 a.m. and 4:00 p.m. Each support staff will work their regular hours over nine (9) days and have one (1) day off every second week.

- **Group A** 9:00 a.m. to 4:30 p.m. or 9:30 a.m. to 5:00 p.m. Monday to Thursday, and 9:00 a.m. to 4:00 p.m. Friday, with every other Monday off.
- **Group B** 9:00 a.m. to 4:30 p.m. or 9:30 a.m. to 5:00 p.m. Monday to Thursday, and 9:00 a.m. to 4:00 p.m. Friday, with every other Friday off.

Group A must work an extra fifteen (15) minutes on Tuesdays.

Employees are entitled to a half hour lunch period each day. Employees may take a one (1) hour lunch break once weekly providing they substitute work time for other paid breaks equal to the thirty (30) minutes.

Hours to be scheduled by the employer in consultation with the employee.

8:14 The alternating Monday or Friday off is not cumulative or transferable. If it falls during a vacation period, it is forfeited.

8:15 Overtime – Administrative Staff

All overtime work shall be on a voluntary basis. All time worked over and above the regular hours Monday to Friday inclusive shall be paid for at the rate of time and one-half and time worked on Saturday and Sunday and beyond 12:00 a.m. (midnight) shall be paid for at double the regular rate of pay.

8:16 Holiday Overtime - Administrative Staff

Work performed on such holiday shall be paid for at double the regular rate of pay.

8:17 Distribution of Overtime – Administrative Staff

With the exception of convention preparation, all administrative staff should be offered overtime for any extra work required prior to casual workers being employed to do bargaining unit work.

8:18 Overtime Allowance – Administrative Staff

If an employee is required to work overtime four (4) hours on a Saturday or Sunday, the employee shall be given an allowance of twenty dollars \$20.00 for meals.

If an employee is required to work overtime, a minimum of three (3) hours, on weeknights, the employee shall be given a meal allowance of twenty (\$20) dollars and every four (4) hours thereafter.

- 8:19 If an employee is required to work beyond 9:00 p.m. in daylight savings time, and beyond 6:00 p.m., in eastern standard time, taxi fare shall be provided if the employee does not have their own transportation. Taxi fare shall be reimbursed upon employee producing a receipt.
- 8:20 If an employee is called to work on a day off, a statutory holiday, or a vacation day, they shall be guaranteed four (4) hours pay at double the rate of pay.
- 8:21 Employees shall be granted each day, in addition to their lunch, a fifteen (15) minute rest period both morning and afternoon.

8:22 Hours of Work - Directors

Directors are responsible for determining their work schedules in carrying out their assigned responsibilities. When a Director, during their duties and responsibilities, work outside of the regular forty (40) hour work week, they may alter a work day to accommodate the extra time worked. The employee will inform the employer verbally or through email of any reduction of

hours and reason for the altered work day. An employee may be asked to change the altered day if there are extenuating circumstances which need to be dealt with on that day.

8:23 Hours of Work - Program or Project Coordinators

(a) Hours of work for program or project coordinators shall consist of forty hours (40) five (5) days per week Monday to Friday. When a program or project coordinator works more than forty (40) hours per week or is required to work evenings or weekends, the additional time worked at time and a half can be taken in lieu time within one (1) month at a time mutually agree on between the employee and the employer, or the work week can be altered as approved by the employer. The regular daily hours of work shall include two rest periods of fifteen (15) minutes each and one meal period of forty-five (45) minutes.

ARTICLE 9 - ELECTRONIC SURVEILLANCE AND MONITORING

The Union shall be advised, in writing, of the location and purpose of all electronic surveillance devices and the reason for installation of such equipment. Surveillance cameras shall only be used for the purposes of building security and employee safety. Electronic surveillance/monitoring shall not be used to monitor employee work performance.

ARTICLE 10 – CONFERENCE AND CONVENTION

10:01 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.

10:02 Administrative Staff

- (a) For attendance at conventions, employees shall receive an expense allowance equal to that of the Directors, plus actual traveling expenses out of Toronto.
- (b) For Administrative Staff attending conferences and meetings outside of the office, employees shall receive an expense allowance of seventy (\$70) dollars per day. In addition, employees who use their vehicles for attendance at these meetings or conferences shall receive a forty (\$40) dollars per day travel allowance.

10:03 Administrative Staff

For OFL conferences (excluding Project training) where administrative staff assistance is required, the administrative staff responsible for the pre-registration (99.9% of the time the secretary to the department responsible for the conference) shall attend. In the event additional administrative assistance is required, it will be determined on a rotating basis starting with the most senior administrative staff person.

Where conference registration exceeds 250, upon request, support staff will be provided with additional assistance.

It is understood that the person responsible for the conference will handle a share of the registrations as well as the unpaid.

The list of administrative staff assistance will be posted monthly on the bulletin board indicating the rotation of the employees and the name of the conference they are assisting.

10:04 Administrative Staff

It is agreed that all employees will attend the Federation's convention and will be allowed to sit in on the convention for an agreed period of time.

ARTICLE 11 – STATUTORY HOLIDAYS

11:01 Employees shall receive the following holidays with pay:

New Year's DayCanada DayRemembrance DayFamily DayCivic HolidayChristmas Eve DayGood FridayLabour DayChristmas DayEaster MondayNational Day for Truth and ReconciliationBoxing Day

Victoria Day Thanksgiving 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.

The office will be closed for two (2) weeks during the December/ January Holiday period.

Employer and Union will agree to decide on June 1, or the following day of business if June 1st is a weekend, of each year of the term of the agreement, to determine December/January holiday office closure.

- 11:02 Permanent part-time employees shall receive a pro-rated calculation of statutory holidays.
- 11:03 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. The Employer and Union may agree on an alternate day.

ARTICLE 12 - VACATIONS

12:01 Paid vacation shall be accorded to the employees as follows:

Less than one (1) year of service	1.66 days for each month
One (1) year and up to six (6) years of service	Four (4) weeks' vacation with full pay
Six (6) years and up to eleven (11) years of service	Five (5) weeks' vacation with full pay
Eleven (11) years and up to fifteen (15) years of service	Six (6) weeks' vacation with full pay
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.

- 12:02 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 12:01. 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.
- 12:03 When a recognized holiday falls within an employee's vacation period, another day off will be granted.
- 12:04 Vacations due must be taken or banked before June 1st of the following year.
- 12:05 Vacation not taken during the current year may be accumulated on the following basis:
 - One (1) week per year for employees with four (4) weeks of vacation entitlement.
 - One (1) week per year for employees with five (5) weeks of vacation entitlement.

- Two (2) weeks per year for employees with six (6) weeks of vacation entitlement.
- Three (3) weeks per year for employees with seven (7) weeks of vacation entitlement.

Vacation banked cannot exceed four (4) weeks, except for extenuating circumstances with the approval of the employer.

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.

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.

- 12:06 It is agreed that vacations can be taken in single days.
- 12:07 A permanent part-time, temporary, or contract employee's vacation entitlement shall bear the same relation to that of a full-time employee of equal length of service.
- 12:08 It is agreed that employees requesting vacation will do so in writing at least two (2) weeks prior to the desired date.
- 12:09 Not later than January 31st of each year, the employer shall provide each employee with a record of their annual vacation entitlement and any current banked vacation entitlement.
- 12:10 A vacation bonus of three hundred (\$300) dollars for each week of vacation entitlement will be paid to each employee. This will be given in lump sum the second week of June of each year. The vacation bonus payments will be included as pensionable earnings and for calculation of RRSP contributions.

ARTICLE 13 – GRIEVANCE AND ARBITRATION

- 13:01 If either party to the grievance procedure fails to meet the time limits outlined in Article 8, the other party has the right to move to the next step.
- 13:02 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.
- 13:03 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 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 griever 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 13.03 (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 13.03 (b). The griever 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 13.03 (c).

(e) <u>Arbitration</u>

Failing settlement at the second step, notice may be served within twenty (20) working days of receiving the decision referred to in 13.03 (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 13.03 (e) or within the timelines 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.
- 13:04 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.

ARTICLE 14 – TERMINATION OF EMPLOYMENT

14:01 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 in line with progressive discipline practices. The onus to prove just cause must be on the employer.

Employees with more than three (3) months of service shall be given a minimum of two (2) weeks' notice of discharge or pay in lieu thereof. Employees deciding to terminate their employment must give two (2) weeks' notice.

14:02 On July 15th of each year the employer shall provide the Union in writing with an accounting of the severance fund. The accounting will include fund balance, employee's entitlements, any amount of entitlements such as managements entitlements.

14:03 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.
- (b) The employee will not be entitled to any severance pay until they have 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 their 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 they would have been entitled shall be paid to their beneficiary/estate.
- (e) In the year of retirement, employees will receive one (1) additional week of severance.
- (f) Severance pay entitlements will be paid out to employee(s) within one (1) week
- 14:04 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 15 - NO STRIKES OR LOCKOUTS

There shall be no strikes on the part of the union nor lockouts on the part of the employer during the lifetime of this agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized not only by the Local Union, the National Union and any other union.

ARTICLE 16 – WELFARE

16:01 Pension

- (a) The employer shall continue to provide the present pension plan with voluntary retirement at age 60 with no actuarial reduction. 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 bargaining unit elected representative present.
- (b) Employees' pension contribution as of June 19, 2017, shall be 7.5% of salary and 8% as of October 1, 2018.
- (c) A temporary reduction in employee contribution will move to 6% for a 4-year period, utilizing the employee pension plan surplus. If the contribution surplus is depleted prior to the 4-year period, the contribution reduction will cease, and the regular employee contribution (8%) will continue. For clarity, the regular employee contribution rate will be maintained at 8% beyond the end of the contribution reduction.

- (d) 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.
- (e) 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.
- (f) Effective April 1, 2001, it is agreed that the pension calculation will be based on the best three 12-month periods.
- (g) No Later than July 15th of each year 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. The employer will inform the Union if at any time the employer is three (3) months behind on pension contribution payments.
- (h) Employees may choose to buy their portion of pensionable service for their probationary period by indicating such in writing to the employer. The employer will arrange for registration to the plan. The employee shall be responsible for payment of both the employee and employer portion of the plan.
- (i) An employee who moves to a position where a pension is offered from a position receiving a RRSP contribution may choose to buy back pensionable service from their original date of hire, shall indicate such in writing to the employer. The employer will arrange for registration to the plan. The employee shall be responsible for payment of both the employee and employer portion of the plan.
- (j) The employer agrees to a pre-retirement planning and pension entitlement course, the first in September 2017, and every two (2) years thereafter, if required.

16:02 RRSP

- (a) Project staff will receive fifteen (15%) percent of salary per year to their RRSP in lieu of pension.
- (b) All contract employees hired for a period exceeding six (6) months shall receive in lieu of pension fifteen (15%) 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.
- (d) Employer prepared to provide a mutually agreed to defined benefit pension plan, to replace RRSP contribution for project staff. The employer will agree to a total contribution rate of 15%, which will include any and all costs to the employer for maintaining, operating and running the pension. All regular project staff receiving RRSP's will enter into the pension program once finalized. If no suitable pension provider is found within one (1) year of DOR, status quo RRSP contributions will continue, and this language will cease.

16:03 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. A Dental plan that pays 100% basic, annual maximum \$2,700 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 \$700 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. Kinesiotherapist and orthotherapist 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 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.
- 16:04 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.
- 16:05 **Retirees Life Insurance** The employer shall provide life insurance to all retirees in the amount of \$15,000 upon the retirement of an employee.
- 16:06 **Spousal Policy** The employer shall provide life insurance in the amount of \$15,000 spousal policy where circumstances are evident.

- 16:07 Employee Assistance Plan The employer will provide an EAP program.
- 16:08 **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).
- 16:09 The employer and the Union agree that in the event that the Provincial government places a premium on health care, the employer will cover the premiums.

16:10 Extended Disability Benefit Plan

(a) When the employer agrees to pay premiums for the coverage of extended disability benefit (EDB) for each employee. EDB 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.

When a long-term disability benefit (LTD) claim has been submitted, and the Insurance company requests additional information to approve the LTD claim, the employer and the union will assist and work with the employee to obtain that information from a qualified healthcare professional.

The cost of additional medical documentation requested by the Insurance company to support the claim will be paid for by the employer.

All medical information will be submitted directly to the Insurance Company.

- (b) Increase the EDB benefit to seventy-five (75%) percent 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 EDB 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 their 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 regard 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%) percent 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.

16:11 After five (5) working days of continuous illness, an employee will provide a doctor's certificate upon the employer's request.

16:12 Family Responsibility Allowance

- (a) The employer agrees to pay a family responsibility allowance of sixty (\$60) dollars per week. For the purposes of this article family responsibility allowance is intended for use of employees who have care giving responsibilities for their children, dependant adult children and aging parents living with the employee.
- (b) If either the province of Ontario or the federal government initiates a universal childcare or family care program, the amount above will be adjusted if the employees cost of childcare or family care is less than sixty (\$60) dollars per week.
- (c) For those employees who incur care giving costs beyond normal expenditures as a result of being away from home at an approved conference or training, such unusual care giving costs shall be reimbursed one hundred (100%) percent for the additional costs. Receipts must accompany these claims.
- (d) An employee, who is required to be absent from home overnight on Ontario Federation of Labour business travel may receive assistance for each night's absence for care giving expenses incurred in excess of those incurred by the employee for care during the work day. The terms of assistance are as follows:
 - (i) An allowance of twenty (\$20) dollars for each night when the dependant(s) are left in the care of a friend or relative not normally residing with the family;
 - (ii) Twenty (\$20) dollars for each night for nannies/housekeepers or other care givers who normally reside with the family;
 - (iii) Up to forty (\$40) dollars for each night to third party individual who provide care giving services as a regular source of income and who do not reside with the family;
 - (iv) Up to fifty (\$50) dollars for each night dependant(s) are left in the care of a bonded company in the business of providing care giving services and which is taxed as a company.

Receipts for (a) above shall include the cost, dates of care giving required, name, relationship to the employee, phone number and address. Receipts for (b) and (c) above shall include the cost, dates of care giving required, name of the person, phone number, address and social insurance number; and (d) would be reimbursed based on an invoice which includes the cost, dates of employment, the company name, phone number and the name of the individual care giver.

16:13 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 ninety (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 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.

16:14 Benefits Entitlements During Unpaid Leaves/Parental

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

16:15 Benefits Entitlements During Paid Leaves/Parental

- (a) Employees on paid maternity/paternity or adoption leave will have coverage of the benefit package. Directors/Coordinators will have all costs associated with 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. Directors/Coordinators will have all costs associated with car allowance afforded to them up to the 121st day of sickness, disability or injury.
- (c) Before an employee commences on Maternity, Paternity, Parental Adoption or the 121st day of illness or injury, all property must be returned to the employer.
- 16:16 The employer and the union agree to discuss, over the lifetime of the agreement, a sick leave sub plan as provided for under El.
- 16:17 Prostate Specific Antigen (PSA) testing will be provided once a year in the event it is no longer covered by OHIP.
- 16:18 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.

ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY

17:01 The employer shall make all reasonable provisions for the safety and health of the employees during working hours.

The Union 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.

17:02 Compliance with Health and Safety Act

It is agreed that the *Occupational Health and Safety Act* I., R. 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.

17:03 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 four (4) 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 *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 their 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 17:03 (f) or such advisors 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.

17:04 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;

they 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 their 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, they 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 their duties will be recognized by the employer as work time and will be paid at the applicable hourly rate plus any premiums and COLA.

17:05 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 they have 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 12:05 (d) of this agreement.
- (d) The time spent by workers in preparing for and inspecting the workplace 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.

17:06 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.

17:07 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 they have 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.

17:08 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 their applicable hourly rate plus any premiums and COLA for the duration of the stoppage of work.

17:09 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.

17:10 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 employee's 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.

17:11 A rest room shall be provided for the employees.

17:12 Toxic Work Environment

Behaviours that contribute to a toxic, hostile, humiliating or intimidating work environment, including abusive language or behavior or shouting are unacceptable and will not be tolerated.

The Employer does not tolerate bullying or intimidation behavior, which is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, by one or more persons against another or others, at the place of work and/or during employment.

Examples of bullying or intimidation could include: slandering, ridiculing or maligning a person or their family; persistent name calling which is hurtful, insulting or humiliating; using a person as a butt of jokes; abusive and offensive remarks; threats; abuse of power.

When an employee or a group of employees believe, there is bullying or harassment towards themselves or have witnessed bullying or harassment, a complaint can be brought forward by any one or all of the following complaint procedures:

- Make an informal complaint to the person who is carrying out the bullying or harassment when the employee feels comfortable to do so to indicate the behaviour is unacceptable and must stop immediately.
- File a written formal complaint to a member of the management team or one of the elected officers. A member of the management team will immediately investigate the complaint.
- File a written formal complaint to the Executive Board who will immediately investigate the complaint or proceed to a third-party investigator.

Any employee who makes a complaint or is a witness to the bullying or harassment will be free of any retribution due to bringing the complaint forward informally or formally.

Employees have the right to union representation at all levels of a complaint under this article.

Complaints under this article must be filed with in a reasonable amount of time following the reason for the complaint.

The time limits for the employee/Union set out in ARTICLE 13, Grievance Procedures, do not apply to complaints under this ARTICLE.

17:13 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.

17:14 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 information on supportive services 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 supportive services.
- (3) Provide the Union with copies of the information noted in subsection (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.
- (6) (a) Leave Time The employer acknowledges that an employee may experience violence and abuse in their personal life that can affect their attendance at work.

Employees who have provided some form of supporting documentation showing there are experiencing domestic or sexual 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 statement, shall have the right to access up to ten (10) days paid leave to attend medical appointments, legal proceeding, or other activities related to domestic or sexual violence.

The time can be taken in half days.

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 they are 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 18 - GENERAL LEAVES OF ABSENCE

18:01 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.

18:02 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.
- (d) 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.

18:03 Extended Unpaid Maternity and Parental Leave

An employee granted leave shall continue to accumulate seniority.

18:04 Paid Family Responsibility Leave

(a) 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, and 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.

(b) Domestic Violence and Sexual Violence Leave as per Article 17:14 (6) (a).

18:05 Unpaid General Leave

The employer may grant a leave of absence without pay but without loss of seniority to an employee requesting such leave for good and sufficient reason. The employee's request and the employer's reply to the request must be in writing.

The employer will consider the 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 employer's 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 (if allowed under the pension provisions) and benefit package, (employee to cover both employee and employer's 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.

18:06 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.

The employer shall, at their discretion, grant a leave of absence without pay for a specified period, not to exceed three years, and with continuing seniority in the event of the employee requesting this leave to work for the National Union, the Local Union, or for the Ontario Federation of Labour outside of this bargaining unit, provided the employer has received one (1) month's written notice. Such leave shall not be unreasonably withheld.

18:07 Religious Observance

An employee may request time off work for religious observance in accordance with the tenets of their faith or creed. Employee may choose to use vacation time or paid family leave.

18:08 The employer agrees to provide copies of leaves of absence for full time employees and letter of hire for temporary staff to the union.

ARTICLE 19 - 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 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 (1) 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 to accumulate.
- (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 guarterly statements of all monies accrued to their credit in such account.

ARTICLE 20 - MATERNITY AND PARENTAL LEAVES OF ABSENCE

20:01 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) An employee entitled to maternity leave under this article, who provides the employer with proof that they have applied for and is eligible to receive employment insurance benefits shall be paid in accordance with this Article.
- (d) 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 their classification, which they were 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 El 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 their classification, which they were receiving on the last day worked prior to the commencement of the maternity leave.

20:02 Parental Leave

(e) In respect to parental leave, these benefits are available for the care of a newborn child or for the care of an adopted child. They are available to either parent or may be shared between them.

An employee entitled to leave under this article, who provides the employer with proof that they have applied for and is eligible to receive employment insurance benefits, shall be paid in accordance with Article.

- (f) In respect of the birth parent:
 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 their classification, which they were receiving on the last day worked prior to the commencement of the leave.
- (g) In respect of the other parent or the adoptive parent:
 - for the first two (2) weeks, payment equal to ninety-five (95%) percent of the actual weekly rate of pay for their classification, which they were 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 their classification, which they were receiving on the last day worked prior to the commencement of the leave.
- (h) Employees do not have a right to SUB payment except for supplementation of El benefits for the unemployment period as specified in the plan.
- (i) The employee does not have any vested right except to receive payments for the covered unemployment periods.
- (j) 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.
- (k) An employee returning to work after a maternity leave of absence must give the employer a Doctor's Certificate showing that they are physically capable of going back to their regular duties.
- (I) An employee granted maternity or parental leave shall continue to accumulate seniority.
- (m) The employer agrees to pay all premiums for benefits including pension contributions.

<u>ARTICLE 21 – JOB POSTING</u>

21.01 All employees covered by this Agreement shall have the right to apply for all jobs which become vacant or new jobs created.

(a) Directors and Coordinators

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.

(b) Administrative Staff

Administrative positions, seniority shall be the only consideration where the employee's ability is sufficient to perform the work required.

(c) Contract Staff

If a contract employee, including project staff, is the successful applicant in a job posting, then they will be credited seniority to the first day of hire as a contract employee and would have the option to buy back credits in the pension plan.

21:02 Notice of all job postings shall be sent electronically to all employees 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.

The employer may post externally at the same time as internal posting with union agreement.

21:03 Vacancies that exist in the bargaining unit, the employer will notify the union within thirty (30) days.

It is agreed that any job vacancies will be filled within a reasonable amount of time, but not more than sixty (60) days from close of posting.

21.04 Where a vacancy exists resulting from the retirement of an employee, the employer shall post the position thirty (30) days prior to the employee's retirement date.

ARTICLE 22 – LAYOFF AND RECALL

22:01 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 their 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 their regular rate of pay on or before their 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.
- 22:02 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 regard to layoffs and/or reductions.

- 22:03 (a) In all layoffs, the employer shall outreach to affiliated unions, the Canadian Labour Congress and other partner organizations to where possible find a placement position for staff being laid off.
 - (b) The Employer will within 30 days of serving lay-off notice(s) provide the laid-off employee(s) with access to all adjustment tools which are available. Any cost will be paid by the Employer. This will include training in a suitable accessible location with qualified staffing. This will include:
 - · job search tools
 - job search assistance
 - El program entitlements
 - Financial counselling
- 22:04 Seniority shall continue during layoff and not cease unless the person:
 - (a) notifies in writing that they have 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.

22:05 Recall

A person on layoff will be recalled by the employer as soon as additional staff is required. Recall shall be by seniority. The person being recalled must receive notice by registered mail.

22:06 The employee will, through the union, keep the employer informed of any change of address.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23:01 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.

23:02 VDTs:

- (a) The employer shall provide a computer workstation 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.

ARTICLE 24 – NEGOTIATING COMMITTEE

- (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 25 - COLLECTIVE AGREEMENT

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.

ARTICLE 26 – JOINT COMMITTEES

- 26:01 The parties agree to a Joint Health and Safety Committee consisting of no more than three (3) representatives each from the Union and Management.
- 26:02 The parties agree to a Labour Management Committee consisting of no more than three (3) representatives each from the Union and Management.

The parties agree that the purpose of Labour-Management Committee (LMC) is to promote open dialogue.

The function of the Labour Management Committee shall be:

- (a) To promote improved communications, mutual respect and understanding between parties to maintain harmonious relations.;
- (b) Discuss new or potential procedures and policies for input and recommendations.;
- (c) To preview proposed operational changes;
- (d) To deal with issues before they become grievances, wherever possible, and
- (e) The LMC shall not have the authority to amend the collective agreement.

The LMC committee will meet every 4 months or more often, at the request of either party. Agenda items will be submitted to the chairpersons five (5) days prior to the meeting and the draft agenda will be provided to committee members one (1) day prior to the meeting. Minutes

of the meeting will be taken and submitted to the members of the committee no later than two (2) weeks following meetings.

The parties agree to develop detailed terms of reference for the Labour Management Committee to be agreed to by the parties no later than the end of the first meeting of the committee each year.

26:03 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.

<u>ARTICLE 27 – JOB ASSIGNMENTS AND RESPONSIBILITIES</u>

27:01 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 13 of this Agreement.

27:02 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.

27:03 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 28 – JOB SHARING

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 29 - TERM OF COLLECTIVE AGREEMENT

This Agreement shall come into effect on March 1, 2022, and shall remain in force until 12 midnight February 28, 2026, 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 day of February	12 , 2025
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura-Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer	Natasha Luckhardt
Jackie Taylor, Executive Vice-President	Judy Chow Luch
	Renata Pucek
	Donna St. Louis
	Kelly Belbin

Letter of Intent 1 – Out-of-Pocket and Travel Expense – Directors/Coordinators

and CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

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. The terms of this letter apply to program and project directors and coordinator staff.

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.

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).

Executed this day of February	12, 2025.
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer	Natasha Luckhardt
Jack Janytor	mf
Jackie Taylor, Executive Vice-President	Anna Zhyn Charl
	Judy Chow Rugh
	Renata Pucek
	Donna St. Louis
	Kelly Belbin

Letter of Intent 2 – Retirees

between

ONTARIO FEDERATION OF LABOUR, CLC

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

The Employer agrees 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 schedule 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 redenial 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.

Executed this day of February /	2 2025
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer Cack Layur Jackie Taylor, Executive Vice-President	Natasha Luckhardt Anna Zhyn Judy Chow
	Renata Pucek
	Donna St. Louis,

Letter of Intent 3 – Bridging between ONTARIO FEDERATION OF LABOUR, CLC CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343 and 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. Executed this day of __ Signed on behalf of the Signed on behalf of the Ontario Federation of Labour, CLC Canadian Office and Professional Employees Union, Local 343 Laura Walton, President Thevaki Thevaratnam Natasha Luckhardt Ahmad Gaied, Şeçretary-Treásurer Jackie Taylor, Executive Vice-President Anna Zhy **Judy Chow** Renata Pucek Donna St. Louis Kelly Belbin

Letter of Intent 4 – Staff Employee Move ONTARIO FEDERATION OF LABOUR, CLC between CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343 and 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. Executed this day of _ Signed on behalf of the Signed on behalf of the Ontario Federation of Labour, CLC Canadian Office and Professional Employees Union, Local 343 Thevaki Thevaratnam Laura Walton, President Ahmad Gaied, Secretary-Treasurer Natasha Luckhardt Jackie Taylor, Executive Vice-President Anna Zhy Renata Pucek Donna St. Louis

Letter of Intent 5 - Pension Surplus

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.

Executed this day of February	12, 2025
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer	Natasha Luckhardt
Jack Layler	Mat
Jackie Taylor, Executive Vice-President	Anna Zhyn
	= Loly (lum)
	Judy Chow Chow
	Renata Pucek
	Diona St Jens
	Donna St. Louis
	- Jakha Jah

Letter of Intent 6 – Vehicle Emergency Kit - Directors/Coordinators

between

ONTARIO FEDERATION OF LABOUR, CLC

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

The vehicle emergency kit referenced in Article 8:06 shall contain as a minimum:

- · first aid kit
- booster cables
- "call police banner"
- flares
- · candles and safety matches
- flashlight/batteries
- canister of tire sealer/inflator
- 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 on behalf of the Ontario Federation of Labour, CLC

Laura Walton, President

Ahmad Gaied, Secretary-Treasurer

Jackie Taylor, Executive Vice-President

Kelly Belbin

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

Thevaki Thevaratnam

Natasha Luckhardt

Anna Zhyn

Renata Pucek

Kelly Belbin

Letter of Intent 7 – Calculation of Pensionable Earnings between ONTARIO FEDERATION OF LABOUR, CLC CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343 and The parties agree to investigate the possibility of the inclusion of car allowance/leased costs as pensionable earnings for the calculation of pension contributions. Executed this day of Signed on behalf of the Signed on behalf of the Canadian Office and Professional Employees Ontario Federation of Labour, CLC Union, Local 343 Thevaki Thevaratnam Laura Walton, President Ahmad Gaied, Secretary-Treasurer Natasha Luckhardt Jackie Taylor, Executive Vice-President **Judy Chow** Renata Pucek Donna St. Louis

Letter of Intent 8 – Workload

between ONTARIO FEDERATION OF LABOUR, CLC and CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

- (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.

- Where it is agreed the workload is excessive, management will make serious attempts to (g) 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
 workflow analysis
 - training
 - alternative work arrangements
 - re-examine scheduling of hours
 - planning ahead

- 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.

Executed this day of February	12, 2025.
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer	Natasha Luckhardt
Joek Layler	
Jackie Taylor, Executive Vice-President	Anna Žhyn ^V
	Fly Cho
	Judy-Chow
	Renata Pucek
	Down St. Trus
	Donna St. Louis
	Kelly Belbin

Letter of Intent 9 - Right to Return to Classification

between	ONTARIO FEDERATION OF L	ABOUR, CLC
and	CANADIAN OFFICE AND PRO	OFESSIONAL EMPLOYEES UNION, LOCAL 343
	aff assigned to a project have the r position ends.	ight to return to their program classification if the project
Executed th	is day of February 1	2 2025
	behalf of the deration of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walte	on, President	Thevaki Thevaratnam
Ahmad Gai	ed, Secretary-Treasurer	Natasha Luckhardt Maf
Jackie Tayl	or, Executive Vice-President	Judy Chow
		Renata Pucek
		Donna St. Louis
		Kelly Belbin

Letter of Intent 10 - Return to Work/ Accommodation

between ONTARIO FEDERATION OF LABOUR, CLC

and CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

The Employer agrees to develop a Return to Work/Accommodation policy and program based on Disability Prevention Principals within six (6) months of ratification of the collective agreement.

Prior to the development of the Return to Work/Accommodation policy and program the Employer and Union will meet through the Labour Management Committee, no later than one (1) month from ratification of the collective agreement, to discuss the framework for the policy and program and seek recommendations from the union.

A Draft of the Return to Work/ Accommodation policy and program will be presented to the Union at a second Labour Management Committee Meeting for input.

The final Document will be provided to the Union and presented to all employees at a staff meeting.

The Employer agrees to consult with employees and Prevention Link for their expertise and best practices in the development of the Return to Work/ Accommodation policy and program.

Executed this day of February	12,2025.
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer	Natasha Luckhardt
Lack Layler	Mat
Jackie Taylor, Executive Vice-President	Anna Zhyn
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	Renata Pucek
	Down 87. Jones
	Donna St. Louis
	Kelly Belbin

Letter of Intent 11 - Development of Telework Policies and Guidelines

between ONTARIO FEDERATION OF LABOUR, CLC

and CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

The employer and the union agree through the Labour Management Committee, to discuss the development of telework polices and guidelines. The LMC will commence within thirty (30) days upon ratification of the agreement and will conclude no later than one (1) year after commencement. A letter of understanding will follow and appended to the collective agreement to include the following:

- 1. Definition of Telework, Fixed-site teleworker, Mobile teleworker and Flexi-worker.
- 2. Telework Request procedure and policy.
- 3. Reporting and recording procedure and policy.
- 4. A framework that uses telework to address:
 - a. workload and work/life balance
 - b. an accommodation
 - c. the provision of child/family/elder care
 - d. inclement weather
 - e. operational requirements

Executed this day of <u>February</u>	12, 2025
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secrétary-Treasurer	Natasha Luckhardt
Jackie Taylor, Executive Vice-President	Anna Zhyn Y
	Judy Chow Recel
	Renata Pucek Jour St Jours
	Donna St. Louis,
	Kelly Relhin

Letter of Intent 12 – Administrative Hours of Work

between	ONTARIO FEDERATION OF LAI	BOUR, CLC
and	CANADIAN OFFICE AND PROF	ESSIONAL EMPLOYEES UNION, LOCAL 343
divided evenly		ery other Friday or Monday off. These dates shall be based on seniority. The employer will develop a roster their preferred day.
Employees ta	king a vacation of two weeks shall	forfeit their normally scheduled day off.
Employees ta	king a vacation of one week shall f	orfeit one half of their normally scheduled day off.
(15) months o		ccuss the implementation of this provision within fifteen \mathbb{Q}_{-} , \mathbb{Q}_{-} .
Signed on be	·	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Waltor	ı, President	Thevaki Thevaratnam
Ahmad Gaied	d, Secretary-Treasurer	Natasha Luckhardt
Jaskie Taylo	r, Executive Vice-President	Anna Zhyn Fudi (Cor
		Judy Chow Ruch
		Renata Pucek
		Donna St. Louis

Letter of Intent 13 – Remote Work from Home

between ONTARIO FEDERATION OF LABOUR, CLC

and CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

Where there is a mutual benefit to the organization and to the work being performed, an employee may request a Remote Work from Home Arrangement (RWFHA). Approval of RWFHAs must be made in advance and is at the discretion of the employer. Consideration will also be based on economical and operational feasibility.

All requests must be submitted in writing for consideration, and indicate the location of the remote work, the reason(s), purpose, work being performed and how it will be reported, and time length of such request.

The intent of the RWFHA is to provide the employee with the ability to work from home, achieving a better balance between organizational goals and personal objectives.

Approval of RWFHA will be considered on a case-by-case basis. The employer's decision will be based on the office operational requirements for the requested dates. Approval will not be unreasonably withheld. In the event of a denial, a rationale will be provided when requested by the Union.

No additional costs will be incurred by the employer for working remotely, except where prescribed by the collective agreement or by law.

It is the responsibility of the employee to:

- a. Ensure their remote workspace is safe and meets health and safety standards.
- b. Ensure they have an ergonomic workstation equipped with necessary tools for work.
- c. Report any workplace incidents or injuries arising in the course of work duties.
- d. Ensure proper storage, handling, and use of any hazardous related materials is in accordance with WHMIS.
- e. Ensure documents, phone calls, other information confidential in nature is secure and not accessible to others.

Executed this day of February	12, 2025.
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer	Natasha Luckhardt
Jack Layter	mat
Jackie Taylor, Executive Vice-President	Anna Zhyn

Sud of Caron
Judy Chow Ruth
Renata Pucek Down St Jours
Donna St. Louis

Letter of Intent 14 – Anti-Oppression Review Implementation

between

between	ONTARIO FEDERATION OF LA	BOUR, CLC
and	CANADIAN OFFICE AND PROF	FESSIONAL EMPLOYEES UNION, LOCAL 343
Implementati		nti-Oppression Review Sub Committee's mmendations, to convene a meeting to discuss any required training.
	rill review the recommendations a ecome a part of this collective ag	and shall then develop a Letter of Understanding greement.
Executed this	day of February 1	2, 2025
Signed on be Ontario Fede	chalf of the cration of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Waltor	n, President	Thevaki Thevaratnam
Ahmad Gaied	d, Secrétary-Treasurer	Natasha Luckhardt
Jackie Taylo	r, Executive Vice-President	Anna Zhyn Judy Chow
		Renata Pucek
		Dona St. Louis Donna St. Louis
		TELLING LODGE

Letter of Intent 15 – Pension Divestment

between

ONTARIO FEDERATION OF LABOUR, CLC

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

Employer agrees to cause the administrator of the employees' pension plan to establish a fossil fuel divestment policy and procedure that will:

- immediately screen out or prohibit new investments in companies that explore for or develop reserves for fossil fuels, or in companies that provide direct support for such exploration and development ("fossil fuel investments").
- b) result in the full divestment of the fund(s) from fossil fuel investment, on a basis that is consistent with fiduciary obligations, with an initial target date to achieve full divestment from fossil fuel investments of one (1) year from ratification.
- c) require disclosure and reporting of progress in implementing the policy and procedure to members of the plan no less than annually, or more frequently as may be reasonably requested by the parties.

Executed this day of <u>FEDRUARY</u>	12, 2025.
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer	Natasha Luckhardt
Jack Tayler	mat
Jackie Taylor, Executive Vice-President	Anna Zhyn
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	Donna St. Louis
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Letter of Intent 16 - COLA

ONTARIO FEDERATION OF LABOUR, CLC between

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343 and

The Union and Employer agree to continue to apply current practice of COLA adjustments.

Parties will meet within 60 days of (DOR) to discuss language for collective agreement on COLA.

Cost of Living Allowance to use Ontario figure (replaces Toronto).	from Statistics Canada on semi-annual basis
Executed this day of February	12,2025.
Signed on behalf of the Ontario Federation of Labour, CLC	Signed on behalf of the Canadian Office and Professional Employees Union, Local 343
Laura Walton, President	Thevaki Thevaratnam
Ahmad Gaied, Secretary-Treasurer	Natasha Luckhardt
Jack Dayler	mal
Jackie Taylor, Executive Vice-President	Anna Zhyn Lauren Laure
	Judy Chow Puch
	Renata Pucek
	Dana 81. Janes
	Donna St. Louis
	Kelly Belbin

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
 - other items such as braces and devices for health purposes.

Seniority List

Staff	Role	Department	Seniority Date
Diane Hall	Administrative Support	Administration	August 7, 1990
Ethiraju Ramachandar	Financial Coordinator	Project Staff	September 7, 1993
Judy Chow	Administrative Support to Officers	Administration	March 19, 2001
Rob Halpin	Executive Director	Program Staff	August 3, 2015
Thevaki Thevaratnam	Director, Research & Education	Program Staff	August 22, 2016
Renata Pucek	Financial Coordinator	Program Staff	October 3, 2016
Jody Jones	Regional Coordinator, Training & Development	Project Staff	October 24, 2016
Anna Zhyn	Communications Specialist	Project Staff	October 22, 2018
Chandra-Li Paul	Director, Women's Rights	Program Staff	November 5, 2018
Monia Kosciejew	Regional Coordinator, Training & Development	Project Staff	August 17, 2020
Melissa Palermo	Director, Communication	Program Staff	December 7, 2020
Natasha Luckhardt	Director, Health, Safety & Environment	Program Staff	March 30, 2021
Genova Hernandez	Administrative Support to Officers	Administration	July 19, 2021
James Clark	Director, Campaigns & Political Action	Program Staff	August 23, 2021
Yolanda B'Dacy	Director, Human Rights	Program Staff	April 4, 2022
Cassandra Julal	Administrative Support, Reception	Administration	May 16, 2022
Margueritte Lofoli	Administrative Support, Reception	Administration	November 7, 2022
Francis Pineda	Administrative Support	Project Staff	July 17, 2023
Jenny Sellathurai	Coordinator Digital Communications CONTRACT	Program Staff	July 3, 2023
Nicole Brayiannis	Administrative Support CONTRACT	Project Staff	March 18, 2024
Mike Maguire	Coordinator Organizing & Special Projects CONTRACT	Program Staff	PROBATION August 6, 2024
Vinusiya Peranandan	Director – Research & Education CONTRACT	Program Staff	PROBATION August 26, 2024
Crystal Stewart	Director – Health & Safety, Environment CONTRACT	Program Staff	PROBATION September 3, 2024

Revised: 8.1.2024

JC/cope343 PF/IAM