

COLLECTIVE AGREEMENT

- between -

NIAGARA COMMUNITY LEGAL CLINIC

(hereinafter referred to as the "Employer")

- and -

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

(hereinafter referred to as the "Union")

EXPIRING MARCH 31, 2026

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ARTICLE 1: INTENT AND PURPOSE

The Purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and its employees, to set forth all agreements concerning rates of pay, hours of work and other conditions of employment to be observed by the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.

ARTICLE 2: SCOPE & RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Niagara Community Legal Clinic save and except positions of Executive Director and Director of Legal Services.
- 2.02 The word "employee" or "employees" wherever used in the Agreement shall mean respectively any employee or employees in the bargaining unit defined in Article 2.01.
- 2.03 Whenever the Employer creates a new **bargaining unit** position, prior to filling the new position, the employer agrees to inform the Union as to the **reason for creation** and provide the summary of the work being performed by the position **and proposed pay scale giving the Union a minimum of a week to respond.**
- 2.04 Whenever the Employer creates a new bargaining unit position, the Employer and Union shall **meet to** negotiate the classification and wage scale **prior to any broadcast or posting of said position internally or externally.** Disagreements may be submitted for binding arbitration.

ARTICLE 3: NO DISCRIMINATION

- 3.01 The Employer agrees that in accordance with the provisions of the Ontario Human Rights Code there shall be no discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or activity in the Union.
- 3.02 The parties jointly 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. The Union agrees to work cooperatively with the employer to achieve this objective.
- 3.04 **Any incident of reported workplace harassment, racism or discrimination will be investigated in accordance with the established policy promulgated by**

NCLC on March 24, 2023. A complaint of personal, racial or sexual harassment may be made the subject of a grievance (revised policy attached).

ARTICLE 4: UNION SECURITY

- 4.01 All employees shall, as a condition of employment be required to become and remain members of the Union in good standing. Good standing means payment of initiation fee and union dues.
- 4.02 During the term of this Agreement the Employer will deduct union dues from each salary payment in the month concerned from all employees. The Employer shall forward the money so deducted to the Union not later than fifteen calendar days following such deductions. Such remittance shall be made payable to COPE Local 343 along with a list of names of all employees from whom dues have been deducted and the amount of dues deducted for each.
- 4.03 A list of employees for whom deductions have been made shall accompany the monthly remittance to the Union. If no deduction is made from the wages owing to an employee, the reason for the non-deduction shall be stated on the list. If the Employer incorrectly fails to deduct union dues from the wages owing to an employee, the Employer shall make a pick-up deduction on or before the next regular dues deduction date.
- 4.04 The Employer agrees to acquaint employees with the fact that a collective agreement is in effect and provide all employees with a copy of the collective agreement.
- 4.05 The Employer agrees to introduce all new employees to their Union **Chief Steward** so that they can be advised of the terms and conditions set out in the Agreement. Such meeting shall take place during regular working hours and within the first thirty (30) days of the new employee being hired.
- 4.06 The Employer agrees to recognize a negotiating committee composed of two (2) seniority employees of the bargaining unit, **one of whom will be the Chief Steward** and give them paid time off to prepare for and carry out bargaining. The negotiating committee shall be chosen by members of the bargaining unit.

ARTICLE 5: MANAGEMENT RIGHTS:

- 5.01 The Union recognizes that the management of the operation and direction of the employees are fixed with the employer and, the union acknowledges that, subject only to the specifically expressed restrictions of the Agreement, it is the function of the employer to:
 - a) Maintain order and efficiency;
 - b) Make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its employees;

- c) Discharge, suspend or otherwise discipline non-probationary employees for just cause and, demote, discipline, suspend or discharge a probationary employee for any non-discriminatory reason;
- d) Select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit;
- e) To otherwise manage and direct the operation in all respects except as otherwise expressly restricted or limited in this agreement.

ARTICLE 6: UNION STEWARD

- 6.01 The Employer agrees to recognize two (2) Union Stewards, **one of which is the Chief Steward**, selected by the Union to assist in the representation of members of the bargaining unit and the presentation of grievance, complaints, etc. that may arise from time to time. Stewards shall not suffer loss of pay for attending to reasonable union duties such as labour-management meetings, grievance meetings, and collective bargaining.
- 6.02 The Union shall notify the employer in writing of the name of the employees selected as Stewards.
- 6.03 Stewards shall be employees who have completed their probationary period.
- 6.04 Stewards may be assisted by a Representative of the Union.

ARTICLE 7: GRIEVANCE & PROCEDURE

- 7.01 A grievance within the meaning of the Agreement shall be any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

The purpose of the grievance procedure is to amicably and fairly settle any complaints and disagreements concerning the employees, the Union and the Employer without so far as is possible, resorting to arbitration. The grievance shall specify the nature of the grievance and the remedy sought.

Step 1

An employee having a grievance shall discuss and attempt to settle it with their Director or their designate with **the Chief Steward** present, within thirty (30) days after the alleged grievance has arisen. The Director shall give their decision in writing within seven (7) working days. Grievances not adjusted in this way may be appealed to Step No 2. Grievances arising from general application of the collective agreement may be submitted by Stewards on behalf of the bargaining unit as Policy Grievances.

7.02 **Step 2**

If the decision at Step 1 is not satisfactory, the Grievor/Union shall submit the grievance in writing to the Director. The Director shall meet with the **Chief Steward**, the Grievor and the Union Representative within seven (7) working days to investigate and attempt to settle it. A written decision shall be given by the supervisor within seven (7) working days after such meeting.

- 7.03 Any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be presented by either of the parties to the other within thirty (30) days after the alleged grievance arose. The Director shall schedule a meeting between himself/ herself, the Steward, and a **COPE Ontario Staff Representative** of the Union, to be held within seven (7) working days after the grievance has been presented by either of the parties to the other.

The decision of the party being grieved against shall be given in writing within seven (7) working days following the date of such meeting.

- 7.04 Any and all time limits set forth in Article 7 for the taking of action by either party or by an employee, may be extended at any time by mutual agreement, in writing, of the parties.

Each step under the Grievance Procedure and any reference to Arbitration shall be taken within the time limits set forth in Article 7 or Article 8.

ARTICLE 8: ARBITRATION

- 8.01 In the event that either party desires to submit to arbitration a grievance that has not been settled under the provisions of Article 7, it shall notify the other party, in writing, within ten (10) days from the decision of the Employer under Article 7 or of the Union under Article 7.
- 8.02 Within ten (10) days after agreement is reached to proceed by a sole arbitrator, each party must notify the other party in writing of the name of three (3) alternative choices as to a sole arbitrator. If the parties thereafter can, within five (5) days, agree to a sole arbitrator from amongst the alternative choices presented, the matter shall be determined by the agreed upon sole arbitrator. If the parties fail to agree upon a sole arbitrator within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.
- 8.03 The issue(s) raised in the written grievance shall be presented to the arbitrator and the award shall be confined to such issue(s). The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employees affected by it.
- 8.04 In no case shall the arbitrator be authorized to alter, amend or modify any part of this Agreement.

- 8.05 Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 8 shall not be the subject of another grievance.
- 8.06 The parties will each pay one-half (1/2) of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 8.07 Any and all time limits fixed by Article 8 for the taking of actions by either party may be extended at any time by mutual agreement in writing of the parties.

ARTICLE 9: DISCHARGE & DISCIPLINE

- 9.01 No employee shall be disciplined or discharged without just cause.
- 9.02 An employee is entitled, prior to the imposition of discipline or discharge to be notified at a meeting with their supervisor of the reasons for considering such action. The employee shall be accompanied by a Union **Stewart and if not available a COPE Ontario Union Representative** who shall be advised in advance by the supervisor of the time and place of the meeting.
- 9.03 Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy. In subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds.
- 9.04 In the event of a claim that an employee has been discharged or disciplined unjustly, the claim shall be subject to the provisions of the Grievance Procedure in Article 7.
- 9.05 The employer shall not withhold wage increases or adjustments as a form of disciplinary Action.
- 9.06 All disciplinary notations shall be removed from personnel files twelve (12) months after the incident for which they were disciplined or after 18 months if the incident resulted in a suspension.
- 9.07 Employees, upon request, shall be provided with access to their full personnel file.

ARTICLE 10: SENIORITY

- 10.01 Seniority shall be accorded to each employee at the completion of a probationary period of ninety (90) days, with no extensions, effective from the date of hiring and shall continue to accumulate until the employee voluntarily leaves or is discharged for just cause. An employee granted leave of absence or is laid off shall retain his/her seniority status.
 - a) **Newly hired Employees shall be hired on a probationary basis for a period of three (3) months. During the probationary period, Bargaining Unit Employees shall be entitled to all rights and benefits of this Agreement**

other than entitlement to the RRSP benefit and medical benefits, due to plan rules.

- b) At the midpoint and on or about the completion of the three (3) month period, the Employee will undergo evaluation in accordance with the evaluation procedures of the clinic and be advised of the employer's assessment of their work performance. The Employer may extend the probation period for a further three (3) months upon agreement with the Union.**
- c) If the probation period is extended, an evaluation will be made of the Employee's work at the end of the probation period.**
- d) After completion of the probationary period, the Employee's seniority shall be effective from the original date of employment.**
- e) The Employer may terminate a probationary Employee for cause at any time during the probationary period. It is understood that there is a lesser standard of what constitutes just cause for a probationary Employee than for a seniority Employee.**

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

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

10.03 The seniority status of an employee who is granted paid or unpaid leave of absence shall be retained and shall continue to accumulate.

10.04 Within ten (10) days after the signing of the Agreement the Employer shall provide the union with a seniority list, showing the seniority of each employee, (i.e. hiring date).

10.05 The Employer will provide the Union with a seniority list showing each employee's seniority date, classification and rate of pay every twelve (12) months. This seniority list, with rate of pay omitted, shall be posted on the bulletin board of each location to allow employees to review the accuracy of their respective seniority dates.

10.06 Where, due to the need to provide coverage during vacations, sick leaves, or other leaves of absence, or as otherwise consistent with the terms of this agreement, the Employer deems it necessary to hire a short-term staff for a period not to exceed sixty (60) days:

- 1. The Employer shall notify the Union of the date of hire, term of contract and rate of pay.**

2. The short-term employee shall pay union dues and shall be covered by all relevant provisions of this collective agreement.
3. Short-term employees shall not be paid less than the lowest rate in their respective salary progression.

Where a short-term employee is awarded a permanent bargaining unit position, their seniority date shall be their first day of short-term work.

Notwithstanding the above, where an approved leave of absence is greater than sixty (60) days, the employer may hire a short-term replacement employee for the duration of said leave **with the employer emailing the Union detailing the terms of employment and responsibilities.**

ARTICLE 11: LAYOFF & RECALL

- 11.01 In the event of layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority providing the retained employee has the skill and ability to perform the remaining work.
- 11.02 Prior to laying-off employees, the employer shall meet with the union to explore alternatives which will not result in layoffs.
- 11.03 Employees shall be recalled in the order of their seniority, where jobs come available. The Employer shall give notice of recall by registered mail to the last recorded address of the employee or by email if the employee has provided the employer with an email address. The employee shall return to work within fifteen (15) working days from the time that they received notice of recall unless, on reasonable grounds, they are unable to do so.
- 11.04 Where layoffs occur, the Employer shall where practicable give Employees forty (40) working days notice or pay in lieu of notice.

ARTICLE 12: JOB POSTINGS PROMOTIONS & HIRING

- 12.01 Promotion is hereby defined as a move from a lower classification to a higher classification. The Employer shall first attempt to fill all vacancies from within the bargaining unit before hiring new employees.
- 12.02 With respect to any new positions or **bargaining unit** vacancies coming within the scope of this Agreement, employees shall be entitled to bid for such position or vacancy by means of written application. Notice of such job vacancies shall be posted on the bulletin board for a period of five (5) working days, **sent out to all staff via email** and will include classification and a brief description of the job duties including qualifications and necessary skills. A copy of all postings shall be sent to the Union.
- 12.03 All subsequent vacancies created by Section 12.02 above shall also be posted and a copy shall be sent to the Union.

12.04 All cases of vacancy, promotion and transfer, shall be based on the following factors:

- a) Skill and abilities for a particular position; and
- b) Seniority.

Where qualifications in factor (a) are relatively equal, seniority shall govern. Such decision shall be made in a fair, impartial and consistent manner.

12.05 A complaint that the Employer has awarded a position in a manner that is not in accordance with Article 12 may be the subject of a grievance.

ARTICLE 13: LEAVE

13.01 Personal Leave of Absence:

The Employer **may** grant a leave-of-absence without pay to an employee provided that:

- a) The employee gives notice in writing to his/her supervisor of his/her request at least thirty (30) days prior to proposed commencement of the leave of absence (except in the case of an emergency);
- b) Applicants must indicate the reasons for their leave of absence, the date of departing and the date of return when giving notice of their request for leave of absence.

13.02 Bereavement Leave:

Leave of absence shall be granted for five (5) days with pay, to any employee in the event of death in the immediate family (spouse, parents, sister, brother, children). Bereavement Leave of three (3) days with pay will be granted to attend the funeral in the case of death of grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law. One (1) day with pay will be granted to attend the funeral in case of death of an aunt, uncle, niece, nephew **and to attend ceremony or a memorial.**

Keeping in mind the diversity of family relationships, the employer may allow employees to use the above leave for relationships that fall outside of the aforementioned list.

13.03 The Employer may grant an employee an additional day or days of leave of absence without pay where it is necessary because of distance.

13.04 Union Leave:

The Employer shall grant a leave of absence to members who are elected to positions on the COPE Local, COPE Ontario, or COPE National executives.

The Employer shall grant time off for members to attend union education, annual general meetings, conventions and other events hosted by COPE Local, COPE Ontario, COPESEPB or any labour affiliate.

13.05 Pregnancy Leave:

Pregnant employees shall be entitled to pregnancy leave for a period of seventeen (17) weeks.

The Employer shall top-up the employee's Employment Insurance benefit to a total of 100% of **their** average earnings from the previous year.

Should any of the relevant legislation be amended to provide a greater benefit than that provided in this clause, the employee will be eligible for the greater benefit until this contract is renegotiated.

13.06 Parental Leave:

An employee who is the natural or adoptive parent of a child shall be entitled to a parental leave of sixty-three (63) weeks following the birth of a child or the coming into custody, care or control of a child for the first time. While an employee is on pregnancy or parental leave, the Employer must continue to make Employer contributions to Life Insurance, Health, Dental and Pension.

During the term of this leave, the Employer shall provide a supplement to the employee's Employment Insurance benefit equal to twenty-five percent (25%) of their average earnings from the previous year.

Should any of the relevant legislation be amended to provide a greater benefit than that provided in this clause, the employee will be eligible for the greater benefit until this contract is renegotiated.

13.07 Jury and Witness Duty

When an employee is required to serve as a juror or a witness, the Employer shall make up the difference between the employee's regular pay and any jury duty or witness fees.

13.08 Employees may apply for leaves of absence and/or reduction in working hours for personal leave or to pursue further education and professional development without loss of seniority, pension contributions, or benefits. If Personal Leave is used for education or training which relates to their work or future work with the Employer, the employer shall endeavor to cover up to **\$1000 of the cost per year. This cost can include tuition, fees, and travel. If the Employer makes the training a requirement, the employer shall pay all costs associated with the training. Such requests shall not be unreasonably denied.**

- 13.09 Where the Employer and the Employee mutually agree that courses and education will be beneficial to the operation of the clinic, Employees shall continue to be paid while taking training courses related to their work and the Employer will pay the costs and/or seek funding for such courses.

13.10 **Public Office**

The Employer shall grant a leave of absence without pay to an Employee for the purpose of standing for elected public office. Where such leave is granted, it shall commence no later than the day on which the writ for the election is issued and shall terminate not before the day after which the votes are tabulated.

An Employee elected to public office shall be granted an unpaid leave of absence for one term of office up to a maximum of five (5) years.

13.11 **Domestic & Sexual Violence**

In each calendar year, the Employer shall grant paid leave **to employees who become victims of domestic violence or sexual violence** without loss of seniority for up to four (4) weeks. If the employee needs further leave, it will be available as per 13.01 after these weeks have been exhausted. The Employer and COPE recognize the importance of confidentiality in matters of domestic violence and will endeavor to protect the privacy of employees during this process. Employees shall not be discriminated against for accessing domestic **and sexual** violence leave.

13.12 **Other:**

Employees shall continue to be entitled to any other leave provided under the *Employment Standards Act* and other relevant legislation. This includes, but is not limited to, Personal Emergency Leave, Family Caregiver Leave, Family Medical leave, Critical Illness Leave, and Crime-related Child Disappearance Leave.

- 13.13 Upon return from leave, the employee shall be reinstated to their previous position at the applicable rate of pay.

- 13.14 The employer shall continue to pay benefits while employees are on approved leaves of absence except a leave under Article 13.10.

ARTICLE 14: HOURS OF WORK & OVERTIME

- 14.01 The regular work week shall consist of thirty-five (35) hours per week, worked seven (7) hours per day, exclusive of a one (1) hour unpaid lunch period, Monday through Friday. The regular work week for part-time employees shall not exceed twenty-four (24) hours per week.

- 14.02 **Overtime will be accrued sparingly, taking into consideration that, for the smooth running of the Clinic, work should be accomplished during the regular work week.**

Employees shall not accumulate more than 35 hours of compensatory time off over a period of three (3) months.

All time worked over thirty-five (35) hours per week may be taken as lieu time at a rate of one and one-half (1 ½) compensatory hours for each hour worked above the thirty-five (35) hours worked in that week.

Lieu time for Part-Time employees will be for those hours worked over twenty-four (24) hours per week and may be taken at a rate of one and one-half (1 ½) compensatory hours for each hour worked and employees shall not accumulate more than twenty-four (24) hours of compensatory time off over a period of three (3) months.

14.03 The Employer shall provide each employee with a quarterly statement of any overtime accrued on the first regular working day of January, April, July, and October.

14.04 At the request of an employee, the Employer may grant permission to work a flexible schedule to compress their regular work week to fewer than five (5) working days, provided that they work the required weekly hours as per Article 14.01. Furthermore, except as required for their respective duties, employees may be permitted to work from a remote location.

It is understood and agreed that in the reasonable exercise of its discretion pursuant to article 14.04 the Employer may determine in-person attendance is required to meet client service or clinic needs.

Requests made under Article 14.04 shall not be unreasonably denied.

ARTICLE 15 - VACATION

15.01 All employees shall be credited with the following vacation entitlement as of January 1st of each year. Employees who begin partway through the year shall have their entitlement pro-rated. For the purpose of calculating vacation entitlement, the Employer shall recognize all employees' respective start dates at other legal clinics within the Ontario legal clinic system.

After 1 year of service	entitled to 3 weeks paid vacation per year (15 working days)
After 3 years of service	entitled to 4 weeks paid vacation per year (20 working days)
After 7 years of service	entitled to 5 weeks paid vacation per year (25 working days)
After 12 years of service	entitled to 6 weeks paid vacation per year (30 working days)
After 21 years of service	entitled to 31 days paid vacation per year
After 22 years of service	entitled to 32 days paid vacation per year
After 23 years of service	entitled to 33 days paid vacation per year
After 24 years of service	entitled to 34 days paid vacation per year
After 25 years of service	entitled to 35 days paid vacation per year

15.02 Vacation shall be scheduled in order of seniority, with all employees selecting their first three (3) weeks of vacation in order of seniority. After all employees have

scheduled their first three (3) weeks of vacation, beginning with the most senior employee, members shall schedule all remaining vacation in order of seniority.

- 15.03 Employees who suffer a bereavement while on vacation shall be entitled to exchange the vacation days used for bereavement leave, **and/or** with personal leave days.
- 15.04 Each employee shall have the opportunity to use their entire vacation entitlement in each year. An employee may carry up to a maximum of ten (10) vacation days over to the next year. Such carried over vacation days shall be used by March 31st of the following year.
- 15.05 Employees shall be granted one (1) day of leave for moving their residence.
- 15.06 Part-time employees shall receive vacation as per the schedule in 15.02, prorated to their hours of work.

ARTICLE 16: PAID HOLIDAYS

- 16.01 For the purpose of the Agreement, the following days are recognized as paid holidays for all employees:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, **Truth & Reconciliation Day**, Thanksgiving Day, Remembrance Day, Christmas Eve, Christmas Day, Boxing Day, New Year's Eve

If any of the paid holidays fall on a Saturday or Sunday, employees shall take the next working day off with pay.

- 16.02 The Clinic shall be closed to the public between Christmas Eve Day and New Year's Day, inclusive. All staff shall be entitled to regard this period as time off in addition to vacation and compensatory time but not in addition to any Statutory Holidays or weekend days which may fall within the period. The parties recognize that the Clinic will be closed for a different number of days in different years as a result. The Clinic shall be closed from December 24 to January 1, inclusive with no loss of pay.
- 16.03 The bargaining unit shall receive as paid holidays any new federal or provincial holidays established during the term of this collective agreement.
- 16.04 An Employee may substitute any above holiday for other holidays more religiously or culturally relevant to the employee.
- 16.05 Except as described in Article 16.04, when employees are assigned and willing to work on paid holidays or on days when the office is generally closed they shall receive payment as follows:
 - a) For paid holidays as outlined in Articles 16.01 and 16.03, the employee shall be paid at a rate of one and one half (1.5) hours per hour worked, plus lieu time to be taken at a time of the employee's choosing.

- b) For days when the office is generally closed, the employee shall be paid at a rate of one and one half (1.5) hours per hour worked.

ARTICLE 17: WAGES

- 17.01 The Employer will apply an increase of 2.0% on all grid positions retroactive to April 1, 2023, and an increase of 2.0% to all red-circled employees retroactive to April 1, 2023.**

For the subsequent two year term of this collective agreement, from April 1, 2024 to March 31, 2025 and April 1, 2025 to March 31, 2026, the Employer will apply an increase of 1.5% per year to all grid positions, inclusive of red-circled employees.

It is understood and agreed that the employer may elect to engage a student at law for the term of their articles. An articling student will be paid at the rate of 75% of a year zero (0) lawyer during the term of their articles. The decision to continue a student's engagement beyond the completion of the articles shall be at the discretion of the employer based on agency needs.

- 17.02 When the Employer opens a new classification, both the classification and the rate for this job will be negotiated between the Employer and the Union. Should no agreement be reached, the matter will be referred to arbitration. The cost of the arbitration shall be borne equally between the parties.**

ARTICLE 18 - HEALTH AND WELFARE BENEFITS

- 18.01 The Employer and employees will contribute premiums to the benefit plan currently in force through SunLife Insurance Company. Employees shall be eligible for the described benefits subject to the terms and conditions provided by the policy of the carrier.**
- 18.02 In the event that the employer elects to change insurance carriers during the life of this Agreement, equivalent or better coverage than that currently in force shall be maintained.**
- 18.03 Employer agrees to pay 100% of required Employer Health Tax and WSIB premiums.**
- 18.04 Employees shall use all accumulated sick leave prior to availing themselves of the Long-Term Disability payments or applying for Employment Insurance sick leave benefits.**

ARTICLE 19 - PENSION

- 19.01 The Employer shall continue to remit the required contributions to the OPTrust RRSP Plan. Employees shall continue to be eligible to contribute as they elect in accordance with the terms of the Plan.**

ARTICLE 20 - SICK LEAVE

20.01 Employees shall accumulate sick leave at a rate of 1.25 days per month. Up to a maximum of six (6) unused days may be carried forward into the following year. Employees may use sick days for any personal circumstance as per the ESA defined usage of Personal Emergency Leave Days.

Unused sick days may be carried forward from year to year. In circumstances where an employee has an extended period of illness or disability, they may utilize these sick days prior to the commencement of Long-Term Disability benefits.

20.02 Employees who do not have accumulated sick leave days will have the option of borrowing days **yet to be accrued in the current calendar months**.

ARTICLE 21: BULLETIN BOARD

21.01 The Employer shall provide the Union with a bulletin board for the posting of Union notices.

ARTICLE 22: NOTICES

22.01 Any notice in writing which either party gives to the other shall be posted by personal service or registered mail, postage prepaid, addressed as follows:

To the Employer:

Niagara Community Legal Clinic
8 Church Street, **2nd Floor**
St. Catharines, ON L2R 3B3

To the Union:

COPE LOCAL 343
200 Consumers Road, Suite 211
North York, Toronto, ON M2J 4R4

22.02 The Employer or the Union may change its address for service of notice at any time by notice as set out in Article 23.01.

ARTICLE 23: INTERPRETATION

23.01 Unless otherwise stated, "day" or "days" wherever used herein, shall be deemed not to include Saturdays, Sundays, paid holidays observed by the Employer, and days during which the clinic is closed.

ARTICLE 24: COPIES OF AGREEMENT

24.01 The Employer shall provide each employee with one (1) copy of the Agreement and the Union with six (6) copies **and email all employees with a PDF copy of the Agreement.**

ARTICLE 25: GENERAL

25.01 The Employer will provide filtered tap water in a water cooler on the working floor.

ARTICLE 26: STRIKES & LOCKOUTS

26.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The definition of strikes and lockouts as used in this agreement shall be in accordance with the provisions of the Ontario Labour Relations Act.

26.02 Employees covered by this agreement shall have the right to refuse to cross a picket line or to handle struck work arising out of a labour dispute.

ARTICLE 27: HEALTH & SAFETY

27.01 The Employer agrees to establish a joint health and safety committee (JHSC) and undertake such necessary training for members of the Committee. Members of the Committee shall be given paid time each month to deal with health and safety matters.

The JHSC shall compose of two (2) elected members of the Bargaining Unit, **with one member from the St. Catharines office and the other from the Welland office** and two (2) members from the Employer.

All members of the Joint Health and Safety Committee (JHSC) shall receive health and safety training from the Workers Health and Safety Centre, or comparable certified training facility paid for by the Employer. At least one member representing the Union and at least one member representing the Employer shall be certified members as defined under the Occupational Health and Safety Act of Ontario. All workplace supervisors and managers shall take the 6 hour Supervisor Training Module from the Workers Health and Safety Centre.

Issues of health and safety shall be dealt with by a Health and Safety Committee constituted as provided for under the *Ontario Occupational Health and Safety Act*. After each meeting of the Joint Health & Safety Committee, it shall issue a report to each of the Parties. The signed minutes shall be posted by the Employer on the union bulletin board immediately upon receipt and will remain until the minutes of the next JHSC meeting are posted.

27.02 Employees may request an ergonomic evaluation if they are experiencing discomfort in their workstation.

27.03 The Employer shall ensure that employees are not scheduled to work off-site in locations where access to facilities is not secure and/or where the employee will be alone in a workspace without access to other persons. When employees are offsite, the employer shall ensure an emergency contact from the clinic is available by telephone and that the employee has the means to contact the emergency contact.

27.04 The Employer shall provide all necessary equipment, including but not limited to technological equipment, for employees to fulfill their duties in a safe and efficient manner.

In circumstances where the Employer requires an employee to work outside of the clinic premises, the Employer shall provide the necessary equipment to create a safe and ergonomic workspace for the Employee.

ARTICLE 28: LABOUR & MANAGEMENT COMMITTEE

28.01 The Union and Employer jointly agree to recognize a Labour/Management Committee **with two (2) from the Union consisting of the Chief Steward and the COPE Ontario Staff Representative attending upon the Stewards' request.** There will be equal representation on the Committee by the Employer.

28.02 The Labour/Management Committee **will meet a minimum of once every three months. The Labour/Management may meet additional days** at the request of either party. Terms of reference will be developed and amended by mutual agreement in writing by the Union and Management.

28.03 It is understood that the Union Committee members will be paid for all time spent at such meetings, which will be held during their regular working hours. The COPE business representative will be able to attend as required.

ARTICLE 29: UNION LABEL

29.01 All work, including electronically generated work, performed by bargaining unit employees shall bear the Local 343 COPE Union Label.

ARTICLE 30: SUCCESSOR RIGHTS

30.01 In the event that the Niagara Legal Clinic merges or is absorbed by another agency, all employees included in the bargaining unit prior to the merger shall continue to be covered under this collective agreement until a new collective agreement can be ratified or the Ontario Labour Relations Board otherwise declares.

ARTICLE 31: INCLEMENT WEATHER

31.01 If Brock University, Niagara College, **District School Board of Niagara, and/or Niagara Catholic District School Board** are closed due to inclement weather, Niagara Community Legal Clinic shall be closed. Where employees have exercised reasonable caution, they shall not lose pay or incur discipline when travel to work is

unsafe due to localized weather patterns. In the event of an office closure due to inclement weather work that can be performed remotely shall continue.

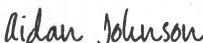
ARTICLE 32: DURATION


32.01 This Agreement shall be effective upon Ratification and shall expire on the 31st of March 2026.

32.02 Either party may notify the other in writing within ninety (90) days prior to the termination of this Agreement of their intention to bargain. The terms and conditions of this Agreement shall remain in effect during such negotiations.

DATED at St. Catharines this 12 day of August 2024.

FOR THE EMPLOYER:

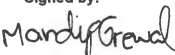
Signed by:

CBA3359130C24A4...

Signed by:

BBE7613737A943A...

FOR THE UNION:

Signed by:

4D0F217CF5304A3...

Signed by:

ED51CF0980404E4...

Signed by:

7A6398AF6296459...

Schedule 'A'

Salary Grid April 1, 2023 to March 31, 2024

Lawyers		Paralegals		Office Manager		Admin Support	
Years Since Called to Bar	Salary	Years Experience as a Paralegal	Salary	Years of Service	Salary	Years of Service	Salary
0	\$80,239.30	0	\$74,088.94	0	\$62,949.33	0	\$48,446.82
1	\$80,919.84	1	\$74,929.67	1	\$64,835.76	1	\$49,707.90
1.5	\$81,760.57	2	\$75,665.30	2	\$66,722.19	2	\$50,968.99
2.5	\$82,601.29	3	\$76,506.03	3	\$68,608.62	3	\$52,335.17
3	\$83,442.02	4	\$77,346.75	4	\$70,495.06	4	\$53,701.35
4	\$84,282.72	5	\$78,187.48	5	\$72,381.48	5	\$55,067.53
4.5	\$85,123.48	6	\$79,028.21	6	\$74,267.91	6	\$56,433.70
5	\$85,964.19	7	\$79,868.94	7	\$76,154.34	7	\$57,799.83
6	\$86,804.92	8	\$80,814.75	8	\$78,040.77	8	\$59,166.07
6.5	\$87,645.64	9	\$81,655.48				
7	\$88,486.37	10	\$82,601.29				
8	\$89,327.10	11	\$83,442.02				
8.5	\$90,272.92	12	\$84,387.83				
9	\$91,008.55	13	\$85,333.65				
10	\$91,954.37	14	\$86,279.46				
11	\$92,899.15	15	\$87,225.28				
11.5	\$93,846.00	16	\$88,171.10				
12	\$94,791.81	17	\$89,116.91				
13	\$95,737.63	18	\$90,062.74				
13.5	\$96,683.44	19	\$91,008.55				
14	\$97,629.26	20	\$92,059.46				
15	\$98,575.07	21	\$93,005.27				
15.5	\$99,520.89	22	\$94,020.81				
16.5	\$100,466.72						
17	\$101,517.62						
18	\$102,358.35						
18.5	\$103,409.25						
19	\$104,460.16						
20	\$105,511.06						
20.5	\$106,561.97						
21	\$107,612.88						
22	\$108,558.69						
23	\$109,504.51						
23.5	\$110,555.42						
24	\$111,711.42						
25	\$112,867.42						

25.5	\$114,023.41						
26	\$115,074.33						
27	\$116,230.31						
27.5	\$117,386.31						
28	\$118,542.31						
29	\$119,697.91						
29.5	\$120,854.31						
30	\$122,010.31						

Salary Grid
April 1, 2024 to March 31, 2025

Lawyers		Paralegals		Office Manager		Admin Support	
Years Since Called to Bar	Salary	Years Experience as a Paralegal	Salary	Years of Service	Salary	Years of Service	Salary
0	\$81,149.63	0	\$75,199.82	0	\$63,893.57	0	\$49,173.52
1	\$82,133.64	1	\$76,053.62	1	\$65,808.30	1	\$50,453.52
1.5	\$82,986.98	2	\$76,800.28	2	\$67,723.02	2	\$51,733.52
2.5	\$83,840.31	3	\$77,653.62	3	\$69,637.75	3	\$53,120.20
3	\$84,693.65	4	\$78,506.95	4	\$71,552.49	4	\$54,506.87
4	\$85,546.96	5	\$79,360.29	5	\$73,467.20	5	\$55,893.54
4.5	\$86,400.33	6	\$80,213.63	6	\$75,381.93	6	\$57,280.21
5	\$87,253.65	7	\$81,066.97	7	\$77,296.66	7	\$58,666.83
6	\$88,106.99	8	\$82,026.97	8	\$79,211.38	8	\$60,053.56
6.5	\$88,960.32	9	\$82,880.31				
7	\$89,813.67	10	\$83,840.31				
8	\$90,667.01	11	\$84,693.65				
8.5	\$91,627.01	12	\$85,653.65				
9	\$92,373.68	13	\$86,613.65				
10	\$93,333.69	14	\$87,573.65				
11	\$94,292.64	15	\$88,533.66				
11.5	\$95,253.69	16	\$89,493.67				
12	\$96,213.69	17	\$90,453.66				
13	\$97,173.69	18	\$91,413.68				
13.5	\$98,133.69	19	\$92,373.68				
14	\$99,093.70	20	\$93,440.35				
15	\$100,053.70	21	\$94,400.35				
15.5	\$101,013.70	22	\$95,431.12				
16.5	\$101,973.72						
17	\$103,040.38						
18	\$103,893.73						
18.5	\$104,960.38						
19	\$106,027.06						
20	\$107,093.73						
20.5	\$108,160.40						
21	\$109,227.07						
22	\$110,187.07						
23	\$111,147.08						
23.5	\$112,213.75						
24	\$113,387.09						
25	\$114,560.43						
25.5	\$115,733.76						

26	\$116,800.44						
27	\$117,973.76						
27.5	\$119,147.10						
28	\$120,320.44						
29	\$121,493.38						
29.5	\$122,667.12						
30	\$123,840.46						

Salary Grid
April 1, 2025 to March 31, 2026

Lawyers		Paralegals		Office Manager		Admin Support	
Years Since Called to Bar	Salary	Years Experience as a Paralegal	Salary	Years of Service	Salary	Years of Service	Salary
0	\$82,716.04	0	\$76,327.82	0	\$64,851.97	0	\$49,911.12
1	\$83,365.64	1	\$77,194.42	1	\$66,795.42	1	\$51,210.32
1.5	\$84,231.78	2	\$77,952.28	2	\$68,738.87	2	\$52,509.52
2.5	\$85,097.91	3	\$78,819.42	3	\$70,682.32	3	\$53,917.00
3	\$85,964.05	4	\$79,684.55	4	\$72,625.78	4	\$55,324.47
4	\$86,830.16	5	\$80,550.69	5	\$74,569.21	5	\$56,731.94
4.5	\$87,696.33	6	\$81,416.83	6	\$76,512.66	6	\$58,139.41
5	\$88,562.45	7	\$82,282.97	7	\$78,456.11	7	\$59,546.83
6	\$89,428.59	8	\$83,257.37	8	\$80,399.55	8	\$60,954.36
6.5	\$90,294.72	9	\$84,123.51				
7	\$91,160.88	10	\$85,097.91				
8	\$92,027.02	11	\$85,964.05				
8.5	\$93,001.42	12	\$86,938.45				
9	\$93,759.29	13	\$87,912.85				
10	\$94,733.70	14	\$88,887.25				
11	\$95,707.03	15	\$89,881.96				
11.5	\$96,682.50	16	\$90,836.07				
12	\$97,656.90	17	\$91,810.46				
13	\$98,631.30	18	\$92,784.55				
13.5	\$99,605.70	19	\$93,759.29				
14	\$100,580.11	20	\$94,841.96				
15	\$101,554.51	21	\$95,816.36				
15.5	\$102,528.91	22	\$96,862.59				
16.5	\$103,503.33						
17	\$104,585.99						
18	\$105,452.14						
18.5	\$106,534.79						
19	\$107,617.47						
20	\$108,700.14						
20.5	\$109,782.81						
21	\$110,865.48						
22	\$111,839.88						
23	\$112,814.29						
23.5	\$113,896.96						
24	\$115,087.90						
25	\$116,278.84						
25.5	\$117,469.77						

26	\$118,552.45						
27	\$119,743.37						
27.5	\$120,934.31						
28	\$122,125.25						
29	\$123,315.78						
29.5	\$124,507.13						
30	\$125,698.07						

Niagara Community Legal Clinic Salary Grid*

*All salaries reflect 2016 HayGroup numbers and are subject to pay equity adjustments as per the Niagara Community Legal Clinic Pay Equity Plan, March 2019.

Letter of Understanding #1
Pay Equity

The Employer shall take all necessary steps to remain in compliance with Pay Equity Legislation and shall provide the Union with a copy of the Pay Equity Plan at the beginning of each fiscal year or when changes are made to the plan.

DATED at St. Catharines this 12 day of August 2024.

FOR THE EMPLOYER:

Signed by:
Aidan Johnson
CBA3359130C24A4...
Signed by:
Vicki Doidge
BDE7813767A946A...

FOR THE UNION:

Signed by:
[Signature]
4D0F217CF5304A3...
Signed by:
Mandy Grand
ED51CF0980404E4...
Signed by:
Sinead Flarity
7A6398AF5296459...

Letter of Understanding #2 Breaks and Lunches

The employer recognizes that all employees are entitled to take necessary breaks at a time that the employee deems appropriate based on personal needs and workload. Employees will whenever possible take breaks at times which will not disrupt service levels.

DATED at St. Catharines this 12 day of August 2024

FOR THE EMPLOYER:

Signed by:

CBA3359T30C24A4...


Signed by:

BDE7613757A945A...

FOR THE UNION:

Signed by:

4D0F217CF5304A3...

Signed by:

ED51CF0980404E4...

Signed by:

7A6398AF6296459...

Letter of Understanding #3 Duty to Accommodate

In accordance with the *Ontario Human Rights Code* (the “Code”) the parties acknowledge their respective obligations to accommodate bargaining unit members including but not limited to medical restrictions of members with disabilities.

The Employer will work to develop a functional abilities/work modification form for use in all cases and ensure that the Union is emailed a copy.

1. Non-Medical Accommodation

Supporting documentation that indicates an accommodation need must be submitted by the member so that a workplace accommodation plan is developed in consultation between NCLC and the member. The Union will be informed of the name of the employee for whom a plan has been developed. The Union and member will cooperate in the arrangement of such accommodation. The Union will be given a summary of the accommodation plan.

2. Medical Accommodation

Supporting medical documentation that includes confirmation of an in-person assessment by a physician; workplace restrictions if any; and a return to work or reassessment date must be submitted by the member so that a workplace accommodation plan is developed in consultation between NCLC and the member requiring a workplace accommodation. The Union will be informed of the name of the employee for whom a plan has been developed. The Union and member will cooperate in the arrangement of such accommodation. The Union will be provided with a summary of the accommodation plan.

3. In fulfilling its duty to accommodate, NCLC will make every reasonable effort to provide, at the appropriate time, suitable modified or alternate employment to members who are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness. Dependent upon the circumstances, this may include the modification of workstations, equipment, or elements of the job, in keeping with the member's medical and/or non-medical requirement, providing that such accommodation does not create undue hardship for NCLC.

4. When an employee notifies the Employer they are able to return to work, verified by written confirmation from an authorized healthcare provider or subject matter expert, the Employer and the employee shall meet to identify return to work needs, if any. A Union Steward and if not available a COPE Ontario Staff Representative shall be present during all discussions.

DATED at St. Catharines this 12 day of August 2024

FOR THE EMPLOYER:

Signed by:
Aidan Johnson
CBA3359130C24A4...

Signed by:
Vicki Doidge
BBE7813757A945A...

FOR THE UNION:

Signed by:
[Signature]
4D0F217CF5304A3...

Signed by:
Mandy Grand
ED51CF0980404E4...

Signed by:
Sinead Flarity
7A6398AF6296459...

Letter of Understanding #4 Travel & Per Diem

It is agreed that employees will be reimbursed for mileage and travel expenses (mileage, per diem, meals, incidentals) in accordance with the LAO expense reimbursement directive as may be amended from time to time.

DATED at St. Catharines this 12 day of August 2024

FOR THE EMPLOYER:

Signed by:

Aidan Johnson

CBA3359130C24A4...

Signed by:

Vicki Doidge

BBE7813757A945A...

FOR THE UNION:

Signed by:

Paul H. L.

4D0F217CF5304A3...

Signed by:

Mandy Grand

ED51CF0980404E4...

Signed by:

Sinead Flarity

7A6398AF6296459...

Letter of Understanding #5
LAO Funding

The parties agree to meet to discuss the ramifications of any significant changes to the current LAO legal clinic funding model that may occur during the length of this agreement.

DATED at St. Catharines this 12 day of August 2024

FOR THE EMPLOYER:

Signed by:
Aidan Johnson
CBA3399130C24A4...
Signed by:
Vicki Doidge
BBE7813757A945A...

FOR THE UNION:

Signed by:
[Signature]
4D0F217CF5304A3...
Signed by:
Mandy Grand
ED51CF0980404E4...
Signed by:
Sinead Flarity
7A6398AF6296459...

Letter of Understanding #6 Modified Work Hours

It is understood and agreed that to achieve the objective of efficient operation of the clinic work required should be performed during employees regularly scheduled hours. Employees shall not accumulate more than 35 hours of compensatory time off in lieu in any three month period.

All-time work in excess of 35 hours per week (inclusive of weekends and statutory holidays if worked) will be taken as lieu time at a rate of 1 ½ compensatory hours for each hour worked above 35 hours worked in the week.

During 2023 contract renewal negotiations the parties discussed certain programs serving clients not contactable during regular clinic hours. The parties agreed that necessary modifications to hours of work and work schedules to support the communities served will be reviewed on a case-by-case basis as required.

DATED at St. Catharines this 12 day of August 2024

FOR THE EMPLOYER:

Signed by:
Aidan Johnson
CBA3359130C24A4...

Signed by:
Vicki Doidge
BBE7813757A945A...

FOR THE UNION:

Signed by:
[Signature]
4D0F217CF5304A3...

Signed by:
Mandy Grand
ED51CF0980404E4...

Signed by:
Sinead Flarity
7A6398AF6290459...



Niagara Community Legal Clinic Clinique juridique communautaire de Niagara

NCLC Anti-Harassment Policy

Date: April 6, 2023

Review Date: March 24, 2024

Revision Date:

The NCLC Joint Health and Safety Committee has reviewed and approved the following policy.

NCLC is anti-harassment. Every employee of the clinic, whether unionized or non-unionized, has the right to a workplace free of harassment – including harassment by clients, non-client members of the public, and colleagues. Management is committed to fostering a workplace that is respectful and kind.

Pursuant to the February 2022 NCLC Anti-Racism, Anti-Oppression, and Decolonization Action Plan, the clinic is committed to fostering a workplace that is anti-racist in its operations and that considers its operation's through a racial trauma lens.

NCLC acknowledge that harassment includes racist language and racial harassment. It is acknowledged that racial harassment is often intersectionally racist.

Further examples of harassment, provided by the Government of Ontario *Code of Practice to Address Workplace Harassment* (pp. 3-4), include:

- *offensive or intimidating comments or jokes,*
 - *bullying or aggressive behaviour,*
- *displaying or circulating offensive pictures or materials,*
 - *inappropriate staring,*
- *workplace sexual harassment,*
 - *isolating or making fun of a worker because of gender identity.*

Articles 3.02 and 7 of our collective agreement provide a detailed grievance process that can be used to resolve harassment complaints.

This policy describes the process that management will follow when informed of such complaints. At all times, management will comply with its obligations pursuant to our collective agreement.

A key part of NCLC non-management and management employee rights in harassment cases is enshrined at section 3.02 of the collective agreement, which states:

The parties [union and management] jointly recognize the right of employees to work in an environment free from all forms of harassment...Grievances under this article will be handled with all possible confidentiality.

All staff are encouraged to report incidents of harassment by clients, by non-client members of the public, by legal professionals not employed by the clinic with whom NCLC staff interact, by unionized NCLC staff, by the director of legal services, to the executive director.

If the harasser is the executive director, staff are to report the incident to Robin Trott, chair of the NCLC board: robin.trott@ontario.ca.

Management will investigate and deal with all complaints or incidents of workplace harassment in a fair and timely manner, involving outside human resource investigative services as necessary.

If the harasser is a client or member of the public, they may be banned from receiving service, on a temporary or permanent basis, depending on the circumstances.

Pursuant to the Government of Ontario Code of Practice to Address Workplace Harassment, reports of harassment provided to management or to the board chair (if the harasser is the ED) are to include the following information:

1. Name(s) of the complainant(s) and contact information
2. Name of the alleged harasser(s), position and contact information (if known)
3. Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)
4. Details of what happened including date(s), frequency and location(s) of the alleged incident(s)
 - a. Any supporting documents the worker who complains of harassment may have in his/her possession that are relevant to the complaint
 - b. List any documents a witness, another person or the alleged harasser may have in their possession that are relevant to the complaint.

A harassment report form is included as an appendix to the policy, for employee use.

Pursuant to collective agreement article 3.02, information about a complaint or incident will not be disclosed except to the extent necessary to protect workers, to investigate the complaint or incident, to take corrective action, or as otherwise required by law.

The person conducting the investigation whether internal or external to the workplace will, at minimum, complete the following:

- i. The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation. The investigator should remind the parties of this confidentiality obligation at the beginning of the investigation.

- ii. The investigator must thoroughly interview the worker who allegedly experienced the workplace harassment and the alleged harasser(s), if the alleged harasser is a worker of the employer. If the alleged harasser is not a worker, the investigator should make reasonable efforts to interview the alleged harasser.
- iii. The alleged harasser(s) must be given the opportunity to respond to the specific allegations raised by the worker. In some circumstances, the worker who allegedly experienced the workplace harassment should be given a reasonable opportunity to reply.
- iv. The investigator must interview any relevant witnesses employed by the employer who may be identified by either the worker who allegedly experienced the workplace harassment, the alleged harasser(s) or as necessary to conduct a thorough investigation. The investigator must make reasonable efforts to interview any relevant witnesses who are not employed by the employer if there are any identified.
- v. The investigator must collect and review any relevant documents.
- vi. The investigator must take appropriate notes and statements during interviews with the worker who allegedly experienced workplace harassment, the alleged harasser and any witnesses.
- vii. The investigator must prepare a written report summarizing the steps taken during the investigation, the complaint, the allegations of the worker who allegedly experienced the workplace harassment, the response from the alleged harasser, the evidence of any witnesses, and the evidence gathered. The report must set out findings of fact and come to a conclusion about whether workplace harassment was found or not.

Within 10 days of the investigation being completed, the worker who allegedly experienced the workplace harassment and the alleged harasser, if he or she is a worker of the employer, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by the employer to address workplace harassment.

The employer must ensure that the results of the investigation and any corrective action are provided to the worker who allegedly experienced workplace harassment and the alleged harasser, if they are a worker of the employer, in writing.

The results of the investigation are not the same as the investigation report. The results of the investigation are a summary of the findings of the investigation. The results must be communicated in writing within ten (10) calendar days of the investigation being concluded to the worker who has experienced the alleged harassment.

The employer must also ensure that any corrective action taken, if any (or to be taken) is communicated to the worker who allegedly experienced workplace harassment and the alleged harasser(s), if the alleged harasser is a worker of the employer. The amount of information provided about the corrective action will depend on the circumstances but must indicate what steps the employer has taken or will take to prevent a similar incident of workplace harassment if workplace harassment was found. The corrective action, if

any, must be communicated in writing within ten (10) calendar days of the investigation being concluded.

No employee will be penalized for reporting an incident or participating in a workplace harassment investigation.

Management will ensure that its workplace harassment program is reviewed annually or when any gaps or deficiencies in its program are identified as a result of an investigation.

Management will keep records of the investigation including:

- a. a copy of the complaint or details about the incident;
- b. a record of the investigation including notes;
- c. a copy of the investigation report (if any);
- d. a summary of the results of the investigation that was provided to the worker who allegedly experienced the workplace harassment and the alleged harasser, if a worker of the employer;
- e. a copy of any corrective action taken to address the complaint or incident of workplace harassment.

Records will be kept for at least one year.

Key provisions

The Ontario Occupational Health and Safety Act provides the following:

“workplace harassment” means,

- a. engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- b. workplace sexual harassment;

“workplace sexual harassment” means,

- a. engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b. making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

Subsection 1 (4) of the *Occupational Health and Safety Act* establishes that “reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.”

Rule 2.01 of the Paralegal Rules of Conduct states:

INTEGRITY AND CIVILITY

Integrity

2.01 (1) A paralegal has a duty to provide legal services and discharge all responsibilities to clients, tribunals, the public and other members of the legal professions honourably and with integrity.

(2) A paralegal has a duty to uphold the standards and reputation of the paralegal profession...

Civility

(3) A paralegal shall be courteous and civil, and shall act in good faith with all persons with whom he or she has dealings in the course of his or her practice.

Rule 2.03(3) of the Paralegal Rules of Conduct states:

(3) A paralegal shall not engage in sexual or other forms of harassment of a colleague, a staff member, a client or any other person on the ground of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

Rules 2.1-1 and 1-2 of the Rules of Professional Conduct state:

2.1-1 A lawyer has a duty to carry on the practice of law and discharge all responsibilities to clients, tribunals, the public and other members of the profession honourably and with integrity.

2.1-2 A lawyer has a duty to uphold the standards and reputation of the legal profession...

Rule 6.3-3 of the Rules of Professional Conduct states:

6.3-3 A lawyer shall not sexually harass a colleague, a staff member, a client, or any other person.

Rule 6.3.1-1 of the Rules of Professional Conduct prohibits discrimination by lawyers. Paragraphs 15 and 16 of the official commentary on Rule 6.3.1-1 states:

[15] In addition to prohibiting discrimination, rule 6.3.1-1 prohibits harassment on the ground of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability. Harassment by superiors, colleagues, and co-workers is also prohibited.

[16] Harassment is defined as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome" on the basis of any ground set out in rule 6.3.1-1. This could include, for example, repeatedly subjecting a client or colleague to jokes based on race or creed.

Other resources

In addition to NCLC management and COPE Ontario Local 343, the following resources may be helpful to employees who encounter harassment:

- NCLC Anti-Racism, Anti-Oppression, and Decolonization Committee - chair: Marilyn Obaseki
- NCLC Joint Health and Safety Committee (joint committee of NCLC and COPE Ontario Local 343)
- Human Rights Legal Support Centre -Toll Free: 1-866-625-5179
- LifeWorks (free, confidential counselling services provided to employees of Ontario's legal clinics through the Legal Aid Ontario benefits package)
 - Telephone: 1 (877)-207-8833
 - Online: www.login.lifeworks.com

English login: User ID: laoeap Password: Ontario

French login: User ID: laoeapfr Password: Francais

- Homewood Health (free, confidential counselling services available to paralegals and lawyers through the Law Society of Ontario Member Assistance Program)
 - Toll Free: 1-800-663-1142



Niagara Community Legal Clinic Clinique juridique communautaire de Niagara

Harassment Incident Report Form

Name of employee who has been harassed:

Name of the alleged harasser:

Name/s of third party witness/es (with contact information, for witness/es who are not NCLC employees):

For answers to the following question, please use as many words as are necessary and attach additional pages for that purpose, as necessary.

What happened? Please provide all necessary details, including the date and location of the incident.

Please include with this form any documents relevant to the complaint, e.g. relevant emails.

Please also list any documents that another person may have in their possession, relevant to the complaint: