COLLECTIVE AGREEMENT

- between -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 506 TRAINING CENTRE

(hereinafter referred to as the "Employer")

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

(hereinafter referred to as the "Union")

January 1, 2020 - December 31, 2022

ARTICLE 1 - DURATION OF AGREEMENT

1.01 This Agreement shall be effective from January 1, 2020 to December 31, 2022.

ARTICLE 2 - DESIRE TO AMEND

- 2.01 Should either party desire to change, add to, amend or terminate this Agreement, written notice to that effect will be given not more than ninety (90) days prior to the termination.
- 2.02 On receipt of such notice, the parties hereto shall meet and bargain in good faith for the purpose of renewing this Agreement. If no such notice is given, this Agreement shall be automatically renewed and remain in force from year to year after the original expiration date.

ARTICLE 3 - RECOGNITION AND UNION SECURITY

- 3.01 The Employer recognizes the Canadian Office and Professional Employees Union, Local 343 as the sole collective bargaining agent for all office employees of LiUNA Local 506 Training Centre in the City of Richmond Hill, Ontario, save and expect instructors, supervisors, manager/director and those above the rank of supervisor and/or manager director.
- 3.02 Any person hereafter employed shall be required to join the Union after a period of ninety (90) days.
- 3.03 All present employees who are members of the Union on the effective date of this Agreement, or who subsequently become members, shall remain members in good standing in the Union during the term of this Agreement.
- 3.04 No employees shall suffer a reduction in hours of work or loss of regular wages as a result of persons not in the Bargaining Union performing bargaining unit work, as described in Appendix "A".

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The operation of the Employer and the direction of its employees will continue to be vested exclusively with the Employer, including the right to hire, classify, transfer, promote, demote, layoff, suspend, discharge or otherwise discipline any employee for just cause, in a manner consistent with the provisions of this Agreement. Including the introduction of policies and procedures.

ARTICLE 5 - PROBATIONARY PERIOD AND SENIORITY

5.01 During the first ninety (90) days of employment with the Employer, an employee shall be considered a probationary employee, and upon completion of the probationary period, seniority will date back to the time of hiring. During this probationary period, an employee shall be subject to all provisions of this Agreement, save and except the Grievance and Arbitration procedure in the event of discharge.

- (b) The probationary period may be extended for a further ninety (90) days, upon mutual agreement between the Union and the employer.
- 5.02 In any promotions or layoffs, seniority shall be the governing factor so long as it does not prevent the Employer from maintaining an adequate work force of employees who are most capable of performing the work to be done. Where the ability of two (2) or more employees is relatively equal, seniority shall be the factor.
- 5.03 Employees who are laid off will retain their full seniority for a period equal to their length of service or one (1) year, whichever is shorter. Such laid off employee(s) will be recalled on the basis of seniority, provided they are qualified and willing to do the work.

The above seniority and recall rights will be forfeited if the employee is notified by Registered Mail at their last known address and does not return to work within fifteen (15) working days of the mailing of such notice.

Employees on a leave of absence will retain their full seniority for twelve (12) months or their length of service, whichever is less.

- 5.04 In case the layoff or dismissal, all employees affected will receive notice or pay in lieu in accordance with the *Employment Standards Act*.
- 5.05 An employee shall lose his/her seniority rights and employment with the Employer if he/she is:
 - a) voluntarily quits the employ of the Employer;
 - b) is discharged and not reinstated through the Grievance Procedure;
 - c) is absent for three (3) consecutive days without notifying the Employer.

ARTICLE 6 - LEAVE OF ABSENCE

6.01 The Employer shall grant an unpaid leave of absence without loss of seniority to an employee for what the Employer considers to be legitimate reasons including acting as a delegate on Union activities provided that such leave of absence for such activities does not extend for a period longer than two (2) weeks, except by special arrangement mutually agreed on between the Employer and employee.

ARTICLE 7 - BEREAVEMENT, JURY DUTY & WITNESS

7.01 **Bereavement**: On notification, the Employer will grant up to three (3) working days leave of absence with pay following the death for employees to attend the funeral of a member of their immediate family: spouse, children/stepchildren, legal wards, parents/stepparents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and fiancé(e).

Such leave may be extended by mutual agreement.

7.02 *Jury Duty*: Duration of Jury Duty, with pay, less jury duty pay.

7.03 *Witness*: Employees may request paid leave of absence in respect to a summons or subpoena relating to be a witness. Such request shall be considered and may be granted at the sole and absolute discretion of the employer. If granted, the Jury duty guidelines describe in 7.02 above shall apply.

ARTICLE 8 - SICK LEAVE

Personal Emergency Leave

506 Training Centre recognizes that, on occasion, employees require time off work due to personal illness, injury or medical emergency or that of a family member and provides personal emergency leave (PEL) for such circumstances as follows:

- Ten days of personal emergency leave per calendar year are available to all part-time and fulltime employees
- Full-time employees shall receive nine (9) of these days as paid leave. It is further agreed that at the end of each calendar year, the employee shall be reimbursed up to seven (7) accumulated days not used. Reimbursement shall occur within the first 30 days of January.
- Personal emergency leave days are to be used in case of personal illness, injury or medical emergency, or illness, injury, medical appointments (with at least one weeks' notice), medical emergency or other urgent matters involving certain family members
- Eligible family members include spouse, parent, step/foster parent, child, step/foster child, grandparent, step-grandparent, grandchild, step-grandchild, sibling, son or daughter-in law, relative of the employee who is dependent on the employee for care or assistance
- An urgent matter is an event that is unplanned or out of the employee's control, and can cause serious negative consequences, including emotional harm, if not responded to
- Personal emergency leave days can be used in minimum increments of one half-day, with permission of Training Director or designate.
- Absences in excess of ten days leave (for full-time employees) per calendar year will be unpaid. Absences in excess of two days leave (for part-time employees) per calendar year will be unpaid
- Personal emergency leave days are not cumulative and may not be carried forward from one calendar year to the next
- Upon termination of employment, no payment for unused personal emergency leave days will be made
- 506 Training Centre's personal emergency leave and sick days policy includes and satisfies any and all entitlements to Personal Emergency Leave under the *Employment Standards Act*, 2000

If you require personal emergency leave, please notify your Supervisor or the Director of Training by phone or email of the absence as early as possible and keep your Supervisor informed of your expected return to work date. Upon return to work, complete a Time-Off Request form for the days absent.

Should an employee be unable to work due to illness or injury that exceeds the paid personal emergency leave days offered by 506 Training Centre, the employee may be eligible for disability benefits through the Group Benefits plan, provided eligibility requirements are met per the Plan. Sickness Benefits are also available from the Federal government. For more information on benefits available from the Federal government, visit https://www.canada.ca/en/services/benefits/ei/ei-sickness.html

ARTICLE 9 - MATERNITY/PARENTAL LEAVE

- 9.01 Maternity/Parental leave shall be granted in accordance with the current legislation.
- 9.02 An employee granted maternity/parental leave shall continue to accumulate seniority for a period of up to one (1) year, OR AS PER ESA.
- 9.03 An employee who is on leave and is in receipt of E.I. benefits shall be paid the following:
 - i) for the first two (2) weeks, payments equivalent to one hundred percent (100%) of the employee's regular weekly earnings (to be paid in full to the employee upon return to active work);
 - ii) for the following fifty (50) weeks, the employee is eligible for payments equivalent to the difference between the E.I. benefits and sixty-five percent (65%) of regular weekly earnings (to be paid to the employee weekly during the actual Employment Insurance period);

ARTICLE 10 - GROUP CLASSIFICATION AND WAGE RATES

- 10.01 Group classification and wage rates to be included in Appendix "A" forming part of this Agreement. No employee will be paid more than the maximum rate for the classification she is working in.
- 10.02 a) All vacant job opportunities in the bargaining unit will be posted for a minimum of five (5) working days, where practical, but in no event, not less than three (3) working days. When an employee successfully makes such an application, he/she cannot apply for any other posting of a new job or permanent vacancy for a period of one (1) year thereafter.
 - b) In the event that the posting is for a new created position, the Employer shall determine the rate and attach a detailed job description. In the event an agreement is not reached, the Union shall have the right to grieve the rate as per Article 15 of the Collective Agreement. The Arbitrator will have the authority to determine the rate.

ARTICLE 11 - PAYMENT OF WAGES

11.01 Employees shall be paid by direct deposit weekly. A statement showing all wages paid, the amount of deductions, overtime and/or vacation pay shall be provided by email to each employee.

ARTICLE 12 - HOURS OF WORK

- 12.01 The regular working day shall be between 8:00 am to 4:00 pm, Monday to Friday inclusive.
- 12.02 The regular number of working hours per day for all employees shall be seven and a half (7.5) and the regular number of working hours per week shall be thirty-seven and a half (37.5), Monday to Friday inclusive.

- 12.03 All hours over seven and a half (7.5) in any day, Monday to Friday inclusive, for all employees on a thirty-seven and a half (37.5) hour week, shall be paid for at the rate of time and one-half $(1\frac{1}{2})$.
- 12.04 All time worked on Saturdays and Sundays shall be paid at double the regular rate.
- 12.05 Employees shall be granted half (1/2) hour unpaid lunch daily and two (2) paid fifteen (15) minute breaks, one in the morning, and one in the afternoon. It is understood that both breaks and lunch may be staggered in order to ensure continuing operations.

ARTICLE 13 - PAID HOLIDAYS

13.01 Employees shall be given the following holidays without deduction of pay, namely:

New Year's Day	Good Friday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day	
Christmas Day	Boxing Day	Family Day	

and a one (1) day floating holiday at Christmas period (day to be mutually agreed to between the Employer and the employee).

- 13.02 Work performed on such holidays shall be paid at double the employees regular rate.
- 13.03 If a paid holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday.

ARTICLE 14 – VACATION PAY

14.01 Vacation leave may be taken at any time provided that no more than two (2) employees are on vacation at any one time. If vacation schedules conflict and management feels that an adequate work force can be maintained, then the most senior employees shall have preference. Reasonable efforts will be made to accommodate the employees' vacation needs.

By mutual agreement between the Employer and each employee, vacation shall be calculated for each full calendar year or on the anniversary date of hire as follows:

Years of Service	Vacation Entitlement	Accrual rate
Year of hire	10 days	.83 days per month
2 nd year	15 days	1.25 days per month
3 rd year plus	20 days	1.66 days per month

14.02 When a paid holiday falls within an employee's vacation period, such holiday will not be

- counted as vacation, and another day off will be granted, or the date of return may be one full day later, or the vacation may commence one day earlier, or as mutually agreed.
- 14.03 Should an employee cease to be an employee prior to the end of the calendar year, they shall only be entitled to a prorated portion of his/her vacation entitlement.

ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

- 15.01 The duly authorized Representative of both parties shall meet on the request of either party within thirty (30) days of the Union being aware of the circumstances giving rise to the alleged violation (three (3) days in the event of dismissal) to discuss any difference or dispute or breach of this Agreement. These representatives shall attempt to resolve such differences. Statements of such differences or disputes shall be presented by the grieving party to the other party in writing prior to such meeting.
- 15.02 If the Representatives of the parties are unable to agree on any such question within thirty (30) days (two (2) weeks in the event of dismissal), it shall be submitted to an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties hereto. The compensation of the Arbitrator shall be borne equally by the Employer and the Union.
- 15.03 If the two parties cannot agree on an Arbitrator, the Minister of Labour for the Province of Ontario shall be asked to appoint one.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

- 16.01 The Employer shall not discipline or discharge an employee without just cause. The union shall not grieve termination of a probationary employee.
- 16.02 No adverse report of any kind shall be placed in the file of an employee unless a copy of the report is sent to the employee and the Union.
 - (b) Any adverse reports placed in the file of employee shall be removed after 3 years.
- 16.03 Any employees discharged for cause shall be eligible for his/her vacation entitlements, prorated.

ARTICLE 17 - NO STRIKES, NO LOCKOUTS

17.01 There shall be no strikes on the part of the Union or lock-outs on the part of the Employer during the lifetime of this Agreement

ARTICLE 18 - NO DISCRIMINATION

18.01 There shall be no discrimination against any employee on the basis of any prohibited grounds under the Ontario Human Rights Code in regard to hiring, promotions, demotions, layoffs, dismissals, rates of pay or other terms or conditions of employment.

ARTICLE 19 - HEALTH AND SANITATION

19.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours.

ARTICLE 20 - MEDICAL PREMIUMS

- 20.01 It is agreed that the employer shall insure bargaining unit members maintain membership in the Labourers' Union Local 506 Employee Benefit Trust.
- 20.02 Contributions are paid by the Employer in accordance with the rules of the Employee Benefit Trust Plan, on behalf of employees coming within the scope of this Agreement having attained seniority.
- 20.03 (a) Employees with a minimum of ten (10) years of service with the Employer, who are not discharged for cause, will be entitled to continue participation in the Benefit program on a pay direct basis, for a period of twelve (12) months, subject to any carrier limitations.
 - (b) Upon completion of 20.03 (a), provided that the individual has ceased work, and is in receipt of LiUNA International Pension Plan, they may elect to opt into the "Retirees Benefit Plan" subject to any rules contained therein, on a pay direct basis.

ARTICLE 21 - PREPAID LEGAL

21.01 Contributions are to be paid by the Employer in accordance with the Labourers' Union Local 506 Legal Services Fund on behalf of employees coming within the scope of this Agreement, having attained seniority.

ARTICLE 22 - SEVERANCE PAY

22.01 (a) In accordance with the ESA

ARTICLE 23 - BUSINESS REPRESENTATIVE

- 23.01 The Business Representative of the Union shall have access to the office during working hours, but in no case shall his/her visits interfere with the progress of work. When visiting the office, he/she must first advise the Employer prior to such visit.
 - (b) The Union will have the right to hold one (1) meeting of one (1) hour duration per calendar year. The Employer and union should mutually agree to such times and meetings.
 - (c) The Bargaining unit shall elect one (1) members to participate in the bargaining of new collective agreements. This number shall increase to (two) 2 bargaining unit members if/when the bargaining unit is comprised of (five) 5 or more. These members shall be granted one half day (½) with pay for the purpose of preparations for negotiations. This

time off for preparation and/or bargaining shall be reimbursed by COPE.

ARTICLE 24 – PENSION PLAN

24.01 (a) All full-time employees that have completed their probationary period shall be enrolled into the LiUNA International Pension Plan.

DATED at Toronto this day of SIGNED on behalf of:	MAY , 20 <u>20 .</u>
The Labourers' International Union of North America, Local 506	The Canadian Office & Professional Employees Union, Local 343
Carmen Principato	Rick Miller
Roly Bernardini	Anna Pitasio Muall Harva
Ted Gedney	Dana Hrynyk Doma Yuynegk.

APPENDIX "A" GROUP CLASSIFICATIONS AND WAGE RATES

	Retroactive To January 1, 2020	Effective: January 1, 2021	Effective: January 1, 2022
Administrative Receptionist *NEW*	\$1000.00	\$1,025.00	\$1050.63
Office Admin/Accounts Payable [Vanda]	\$1048.03	\$1074.23	\$1101.08
Apprenticeship Administrator [Dana]	\$1048.03	\$1074.23	\$1101.08
Member Training Co-ordinator [Anna]	\$1115.55	\$1143.44	\$1172.01

Starting Salary for New Employees

Starting rates for new employees:

- New employees 90% of classified rate
- upon one (1) years of service 100% of classified rate

NOTE

All Current employees at the time of ratification shall receive a one-time \$1,000.00 signing bonus.

Temporary Assignments

An employee who is assigned to perform the duties of a higher paid employee who is on sick leave or maternity leave for a period which exceeds one (1) month, then the employee shall receive a premium of \$50.00 a week over the employee's present rate of pay for the duration of the assignment, commencing with the first pay period following the month's absence.

SCHEDULE "A"

The following are guidelines and a description of the functions applicable to each classification and is hereby made part of this Agreement.

These guidelines are to promote co-operation, organization, teamwork and willingness to assist each other and create a harmonious, respectful working environment.

The functions listed herein are expectations of work assignments, <u>however</u>, they do not limit the work <u>that may be assigned from time to time</u>. Individuals will be required to accept assignments, including assistance with various projects.

Vanda Sementilli

Office Administrator/Accounts Payable

- Bookkeeping
- ▶ Supervision of all recording functions, e.g. maintenance and balancing of all bookkeeping –
- ▶ Supervision of all bookkeeping records, payroll, journals, disbursement journals, receipts journal, general journal.
- ▶ Recording and maintaining all functions, e.g. bank deposits, wage records.
- Maintaining of a general ledger, including balancing and detailed analysis of individual accounts
- Preparation of monthly VISA reconciliation, trial balance and other lists that have control accounts
- ▶ Preparation of statistical government reports, such as: AEF-Ministry of Training, Colleges, Universities, UTIP-Employment Social Development Canada
- ▶ Input all bills
- Ordering & Reservations
- Ordering and controlling of inventory for all supplies, including flowers, paper, computer and printer supplies, etc.
- Vacations
- ▶ Recording and reporting vacation schedules of all staff, including absenteeism.
- Prepare and facilitate yearly Audit for training centre to BDO
- Process weekly all part-time instructor's payroll timesheets, scan and email to BPA for payment
- ▶ Submit monthly Benefit Remittances to BPA
- Weekly courier of all completed accounting correspondence to BPA
- Weekly distribution of staff payroll stubs
- Maintain and update the Material Safety Data Sheet as required under the Health and Safety Act
- Maintain current certificate of insurance with City of York Region
- ▶ Update members profile information in ASI as emailed from Patricia Lum
- Sorting and distributing mail daily
- ▶ Order license stickers (MOT) for LiUNA vehicles
- ▶ Provide General Admin Support as required, couriering, mailing, scanning, faxing and copying.
- Prepare and Distribute correspondence related to Annual Family Day Picnic and Bocce Tournament
- Responsible for postage meter maintenance, funds replenishment & meter reading submissions.
- Facilitate yearly Christmas card mail out.
- Answer calls and assisting members with training bookings
- ▶ Cover duties for other employees while they are on VACATION
- Maintain daily cleanliness of Lunchroom, boardroom kitchen, & members kitchenette.
- Maintain stock of First Aid room.

Anna Pitasio

Membership Training Co-Ordinator

- Manage/coordinate incoming member training requests via web, email, phone, voicemail (track via Wait List) this includes intake of request, recording/vetting/validating requirements/qualifications and pre-requisites and membership status, booking, status/confirmation/reminder communications; processing/updating training records, issue and mail out updated member training cards.
- ▶ Research, coordinate and book training for our members with sister Locals 183 and 837 or other 3rd party training partners like IHSA, WHSC, 1st Aid where possible. Process requests from them to book their members in our sessions.
- ▶ Manage employer training requests via email, phone (from determining requirements and material needed, to scheduling location, instructors to updating member records). Examples include annual WHMIS refresher session for 100 members of major Employer. Update system, print/issue/mail training cards upon completion; Provide ROTs for employers
- ▶ Manage online WHMIS requests; validate (member status, address info etc), approve/deny/update/ print/issue/mail member training cards upon completion
- Manage, validate, update, process Working at Heights Ministry of Labour and WHSC forms (within 3 days of training completion); mail WHSC cards to members upon receipt; liase with MOL and WHSC for lost/stolen/missing card replacements. Subsequent issuance of 3rd party training cards to members, within months of original training
- Research, coordinate and book 253W and 253S training requests for members/employers; book exams with Colleges; Validate/verify Abatement credentials with the Ministry of Training, Colleges and Universities (MTCU) through the Organizers or BA's for potential members. Submit 253W and 253S applications to MTCU via online secure account as required.
- ▶ Update member records/credentials for all incoming calls (Member status, Member ID, address, phone #, email, initiation date etc..). Members provide MOL certs to be added to system, record and database
- ▶ Manage Operator Competence Letter issuances and validation (experienced members on the job without tickets). Employer sign-off required for liability purposes.
- Manage/order and maintain inventory of training course material for Apprenticeship Programs (CCW L1, CCW L2, Precast Erector, Concrete Finisher, Hazmat Worker) as well as General Member programs. Prepare kits, class lists and attendance sheets for instructors
- ▶ Provide employers with Records of Training (ROT's) via email from completed weekend training sessions. Employers contact us AHEAD of members being dispatched to obtain ROTs.

- ▶ Create and maintain calendar/schedule of yearly/monthly view of Apprenticeship programs, General Member and employer-requested courses and classes. This also includes programs for Community outreach groups (i.e. Hammerheads, Building Up, TDSB, Richmond Green etc)
- ▶ Web site updates Regular updates of website with calendar-view of training classes (week day and week end), dates for Apprenticeship Programs etc.
- ▶ Answer general calls; Address or redirect accordingly
- ▶ Coordinate Community Group training TDSB, Building up, Richmond Green, Hammerheads etc. Several programs per group per year. Input, update database, issue certificates (or training cards) upon successful completion
- ▶ Coordinate Instructor training and onboarding; coordinate instructor cert updates with 3rd party training providers (i.e. IHSA/WHSC etc.) Update database with credentials
- ▶ Coordinate IT/phone/database service calls, moves/adds/changes as required, with vendors
- ▶ Update Menu Boards (at 3 entrances) with course schedule and/or other information
- ▶ Provide course updates (as required) for Interactive Display boards in all classrooms
- ▶ Ad-hoc projects/assignments/requests as required (i.e. EDAC A List updates, CRM Development)

Dana Hrynyk

Apprenticeship Administrator

- ▶ Providing Administrative Certification within Apprenticeship Programs
- Registering Apprentices; collecting, verifying and advising applicants of acceptable documents such as proof of SIN, Proof of Education and Photo ID from applicants/apprentices as well as preparing and sending all required information and documentation to MLTSD (Ministry of Labour, Training and Skills Development)
- ▶ Collecting and administering processed Training Agreements by the MLTSD for registered Apprentices and employers
- Workflow of enrollment/verifying & completing apprentices results in Employment Information System (EIOS)
- ▶ Invoicing of the MLTSD for all Apprenticeship programs & collecting seat fees
- Communicating with applicants the process of Apprenticeship and as well as current status
- ▶ Responsible for the confirmation of enrollment and verifying info provided by students for the purpose of loans granted by the Government of Canada (NSLSC)
- Providing students with proper information and required documentation for Apprenticeship Incentive Grants and Completions Grants
- ▶ Processing and submitting proof of qualifications for the purpose of a status change for Journey Person Candidates as well as full Journey Person status both through OCOT and MLTSD
- ▶ Booking of Red Seal Exam and 253H Exam as well as 3rd part training (Swing Stage/1st Aid,)
- ▶ Entering payments into ASI and Issuing receipts for Apprentices/Caseworkers
- Producing and providing letters for Caseworkers regarding costs and/or student's status
- ▶ Entering in results for final grades for each apprentice and issuing completion letters
- Putting together up to date information for graduations packages for each apprentice including proof of registration documents and grants offered, certificates and training cards
- ▶ Keeping all students Training agreements in good standing with the MLTSD and OCOT
- Modular Training; reporting to the MLTSD and processing of all workflow in EIOS
- ▶ Tracking apprentices' hours for the purpose of processing workflow completions with MLTSD
- ▶ Ontario Transfer Payment Agreement/Seat Purchase Contact; any changes for any new agreement as well as any ongoing agreement Exp: Date Changes, Seat Increases and rectifying Seat Plan data Report
- Assisting and prepping for our yearly Apprenticeship Audit
- Updating Apprenticeship "My Drive" with up to date info (daily)
- ▶ Scheduling site visits with Employment Training Consultants and sending ETC info requested
- Processing Working at Heights for submission to Workers Health and Safety Centre and entering in ASI
- ▶ Entering all courses, registering and completing in ASI for all courses offered within our apprenticeship programs
- ▶ Entering and registering all apprentices into ASI
- ▶ Assisting in Intake/information and interview session's when needed
- ▶ Covering for Anna when she's on vacation