

Collective Agreement

- between -

WORKERS UNITED CANADA COUNCIL
(hereinafter called “the Employer”)

- and -

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 343**
(hereinafter called “the Union”)

Expiring October 1, 2024

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ARTICLE 1 - PURPOSE AND AIMS

1.01 The Union recognizes the right of the Employer- Workers United Canada Council (WUCC), subject to the terms of this agreement, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline and discharge any Employee for just cause, subject however, to the right of the employees concerned to lodge a grievance in the manner and to the extend herein provided.

1.02 The general purpose of this agreement is to establish mutually satisfactory relations between Workers United Canada Council and its employees and to provide processes for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions and salaries for all employees who are subject to the provisions of this Agreement.

1.03 Wherever the pronoun "they", "their", or other pronouns are used in this Agreement, it shall be understood to include the singular and plural pronoun wherever the context so implies, and vice versa.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all of its employees in British Columbia, Alberta, Saskatchewan, Manitoba, and Ontario save and except the Canada Council Director, Organizing Director, Legal Counsel(s), Assistant to the Director persons above the rank of Assistant to the Director and students, volunteer organizers and contract workers.

(b) Temporary employees shall be hired for a specific term to perform a specific task and shall not fall within the scope of the Collective Agreement. Such term shall not exceed 12 months without mutual agreement between the parties.

Terms and conditions of employment shall not exceed those of the employees in the bargaining unit.

2.02 The employer recognizes and shall allow reasonable time off with pay for union steward(s) associated with this collective agreement for grievance handling and negotiating meetings with the employer. The parties agree that union meetings and preparation meetings for union meetings and/or negotiations will be on the employees' plus own time. The employer agrees to recognize a negotiating committee of not more than three employees selected by the bargaining unit members. The employer shall be notified by the union of the name of the union steward and members of the negotiating committee.

The release/discharge of such persons shall not be subject to grievance/Arbitration procedure. The Employer will advise the union of such term and task employees.

2.03 The provisions of this agreement shall not apply to any member of Workers United Canada Council taking a leave from their employment to perform work for the employer on a temporary basis, not to exceed 12 months. Such temporary employees shall be paid equivalent to what they would have earned for regular straight time hours which would include averaged amount of gratuities for tipped employees at their permanent employer. The parties may by mutual agreement in writing extend the six-month period.

ARTICLE 3- UNION SECURITY

3.01 Any person hereafter employed must make application for membership in the Union on the same day on which they are hired and shall be required to join the Union within thirty (30) days after employment

3.02 All present employees who are members of the Union on the effective date of this agreement, or who have subsequently applied for membership, shall remain members in good standing in the Union during the term of this agreement.

3.03 The Employer recognizes and will not interfere with the rights of the employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.

3.04 When hiring job applicants, the Employer will inform them of the above requirements and shall supply them with a copy of the Collative Agreement and sign a card.

3.05 The Employer shall deduct from the first day of each month the current monthly dues of any employee covered by this Agreement and shall forward money so deducted to the Union not later than ten (10) days following such deductions. With such remittance the Employer shall furnish the Union with a list showing names of the employees paying dues and those not paying dues and list the reason why they are not paying dues.

3.06 It is understood and agreed that no bargaining unit member shall be laid-off or have hours reduced as a result of technological changes. Employees shall be given adequate training on any such change.

ARTICLE 4- SENIORITY

4.01 Seniority shall be calculated on the basis of length of unbroken service as an employee employed with the Workers United Canada Council or its predecessors and shall commence from an employee's date of hire with either the Workers United Canada Council or its predecessors. For purposes of clarity, the parties agree that the seniority list in effect on the date of execution of this Collective Agreement is as set out at Appendix A attached hereto, and which forms part of the Collective Agreement and shall be amended accordingly from time to time.

4.02 An employee will be considered on probation and will not be placed on the seniority list until after they have been actively employed for ninety (90) days for Administrative Staff and four (4) months for Non-Administrative Staff. The Employer may request an extension where the circumstances warrant an extension. The Employer may terminate any probationary employee at its discretion.

4.03 Seniority service records shall be considered broken when an employee voluntarily leaves the service of the Employer, in the case where temporary employees are returned to their previous employer following their temporary assignment for a period of six (6) months or is discharged for just cause and such discharge is not reversed through the grievance procedure and/or arbitration.

ARTICLE 5- LAYOFF AND RECALL

5.01 Although it is not the intention of the Employer to lay off Employees, if lay-offs are contemplated: The Employer shall give a minimum of one (1) month notice of layoff. Pay at the regular rate may be given in lieu of notice in addition to any other benefits accruing to the Employee under this Agreement. Within one (1) week of such notice, the parties shall meet to discuss alternatives. Alternatives to avoid layoffs must be agreed to by both parties prior to any implementation of alternatives.

5.02 The Employees shall be laid off in reverse order of seniority and shall be recalled in the order of seniority provided the Employee is qualified to provide the work.

Order of Lay-off

The order of lay-off shall be as follows:

- a) Temporary employees, in order of length of service
- b) Probationary Employees, by reverse order of seniority
- c) Employees, by reverse order of seniority

5.03 Temporary layoffs are any layoffs that are less than one (1) year.

In the case of recall after lay-off, an Employee's seniority shall prevail. The Employee shall keep the Employer informed of their current contact information. The Employer shall give notice of recall by registered mail to laid-off Employees at the Employee's last known address. The Employee must respond to such notice within ten (10) days of receipt of delivery.

Commencing on the date of notice of lay-off, there shall be a freeze on all hiring and work contracted out in the area of work normally performed by members of the bargaining unit. Such freeze shall continue until all laid-off Employees have been recalled or declined recall.

Bargaining Unit employees shall not be laid off and replaced through the contracting in/out of work that they normally and customarily perform.

5.04 The layoff and recall of employees from the bargaining unit will be on the basis of seniority to the provision that the employee who is either retained or recalled, as the case may be, is able to perform the work required. It is understood that within the Administrative/Clerical classification, there are different job functions requiring different skills and ability.

5.05 An employee on layoff will retain recall right for twelve (12) months from the date of layoff.

5.06 When an employee is on layoff, health care benefits will continue for twelve (12) months from the date of lay-off or until the employee has secured other employment which provides health care benefits, whichever comes first. The employee shall so advise the Employer if they have secured other employment which provides health care benefits within three (3) days of the occurrence. If the employee fails to do so, the employee shall reimburse the Employer the full cost of the health care benefits provided by the Union from the date of layoff and the Employer shall require such, without limiting the Employer's options, by Employer deductions, notwithstanding the provisions of the E.S.A.

5.07 Employees on lay-off will be recalled by registered and/or electronic mail as soon as additional staff are required, with a copy to the Union. Employees shall have one (1) week from the date of receiving the notification to return to work, or to provide satisfactory reasons for failing to do so.

5.08 In the event of Emergency or Pandemic leave the Employer is compelled to apply for all available relief packages, top up on any monies available through EI, Wage supplement to the employee's contract wages rates. These benefits will be available for full time and part time staff.

5.09 The Employer will ensure that all Regional Representatives, inclusive of any Regional Representative who is on layoff, will be asked to provide coverage for those Regional Representative members who are on vacation before identifying the three members of the Workers United Canada Council Executive Board to provide the coverage. In the event that there are no Regional Representatives available to cover for those who are away on vacation, up to three members of Workers United Canada Council Executive Board may be permitted to cover for emergency responses as needed. In the event of short or long-term leaves of absences, the Employer will post for a temporary position as per Article 19. The Canadian Director of WUCC will appoint up to three Executive Board members to provide coverage, based on their expertise and experience to serve any emergency situations that may rise in the units requiring coverage. All identified executive board members will only serve as emergency contacts for the term of the vacation absence and will not take on any job roles and tasks outside of that deemed emergency.

ARTICLE 6 - LEAVE OF ABSENCE

6.01 Bereavement:

In the event of the death of a member of an employee's immediate family, the employee will be granted leave of absence with full pay for up to five (5) working days. Immediate family for purposes of this clause shall be defined as parents, parents of spouse or domestic partner, grandparents, spouse, domestic partner, children, children of spouses or domestic partner, or domestic partner, grandchild.

6.02 In the event of a serious illness or imminent death (palliative care) in the immediate family, an employee will be allowed reasonable time off with pay up to a maximum of three (3) working days.

6.03 Absence due to Jury Duty:

In the event of an employee being summoned for jury duty, the employee shall be paid the difference between jury duty pay and salary by the Employer and the employee's seniority shall accumulate during their absence.

6.04 General:

The Employer may grant a leave of absence without pay, but without loss of seniority to an employee requesting such leave for good and sufficient reason. The employee's request and the Employer's reply to the request must be in writing, such request shall not be unreasonably denied. Benefits may be continued at the expense of the employee, subject to the provisions of the plan. No such leave will be granted to an employee with less than two (2) year of service.

6.05 Pregnancy/Parental Leave:

Pregnancy/Parental leave shall be granted pursuant to the Employment Standards Act. In addition, a parent shall be granted three weeks of paid parental leave upon the birth or adoption of a child.

(B) An employee who has been employed by Workers United Canada Council for no less than ten months immediately preceding the expected date of birth or expected date of adoption, is on pregnancy or

parental leave of absence pursuant to the Collective Agreement, and if they qualify for and are entitled to the Employment Insurance (EI) pregnancy or parental leave benefits shall qualify for a supplemental benefit which when combined with the gross EI benefit shall equal 95% of the employee's normal weekly earnings. Appropriate documentation must be provided to the employer, i.e.: receiving EI benefits.

It is expected that all employees who take paid parental leave will return to the employment with Workers United Canada Council following such leave.

The employee shall give at least two weeks written notice to the Director, or their designate of the intent to commence paid parental leave and the date upon which they anticipate their return to work.

6.06 Recognizing that the Employer gains through their employee's overall knowledge and understanding of matters of general concern to labour, it is agreed that the Employer will grant leave of absence to all bargaining unit employees for the purpose of attending Trade Union conventions and New Democratic Party conventions and such other conventions as may be approved. Seniority shall accumulate during such leaves of absence. Such leave of absence shall be granted to a maximum of two (2) employees at a time.

ARTICLE 7- HOURS AND WAGES

7.01 All employees shall be paid in accordance with the attached Schedule "A"

Clauses 7.02, 7.03 and 7.06 shall apply to administrative staff only.

7.02 The daily hours of work shall be staggered in order to provide office coverage from 8:00 am to 4:30 pm Monday to Thursday, and 4:00 pm on Fridays. Clerical staff shall be entitled to one (1) hour for lunch. The work week shall be thirty-four (34) hours per week, excluding the one (1) hour for lunch each day. Clerical staff shall be entitled to leave work (1) hour early on Fridays.

The office hour coverage will be discussed and worked out with the Director and the clerical staff by mutual agreement in order to ensure office coverage. A clerical staff may have the option of having a one-half (1/2) hour lunch instead of a one (1) hour lunch and thereby adjust their weekly hours accordingly.

7.03 All-time worked in excess of these hours on a Saturday shall be compensated with time off in lieu accumulated at 1.5 hours worked. All time worked on a Sunday or Statutory Holiday, shall be compensated with time off in lieu at two times the hours worked.

All time worked in excess of the regular hours must be approved in advance by the Employer, whenever possible.

7.04 Any employee called to work on a Saturday, Sunday or Statutory Holiday shall be guaranteed a minimum of four (4) hours pay or the actual hours worked beyond four (4) hours at the prevailing overtime rate.

7.05 All employees shall be granted a fifteen (15) minute rest period during each half (1/2) day.

7.06 All employees shall have the right to refuse to go out of town to work at conventions, etc., or to perform any work which is not properly within the scope of the bargaining unit. Any employee doing such

work shall have transportation provided and paid for by the Employer as well as hotel bills and any other necessary expenses in addition to their regular pay.

7.07 The parties recognize that there are not specific hours or days of work for the non-administrative staff covered by this agreement, due to the nature of the organization. Employees are encouraged to take time away from work, where possible, to make up for the excessive hours worked, keeping in mind their responsibility to the membership and the nature of the job. If an employee believe they are entitled to a Lieu Day they shall write and inform the employer explaining why they believe they are entitled to a Lieu Day and the Director shall make a decision. Lieu time shall be taken at a time mutually agreed and will not be unreasonably withheld subject to work requirements.

The parties recognize that employees have commitments outside of their work (personal and family commitments) and to that end agree that in the event that COPE believes that excessive hours of work or excessive workloads are being required by Workers United Canada Council if it may seek to address these issues through the grievance arbitration process.

7.08 Due to the nature of organizing, employees may be required to work long and irregular hours; to work on weekends and holidays; and to work away from home for extended periods. During no-campaigns, organizers may work a similar 40-hour work week as the rest of the bargaining unit with normal weekends off.

During campaigns all bargaining unit employees who assist during these campaigns may be scheduled off from work four days after a two-week (14 days) period depending upon the needs of an organizing campaign. If, due to the needs of the campaign the employer is not able to schedule an employee off for four days the employee will be able to carry over unused days to a mutually agreed upon time. Employees are responsible for documenting and submitting compensatory time to the organizing coordinator(s). All compensatory time must be taken within the year it was earned unless the employer agrees to permit its carry over.

Out of province organizers shall during campaign work hours be afforded an additional day off travel day. Employees working on a holiday shall receive a day in Lieu.

Elections, strikes, decertification, displacements or mobilizations are understood to qualify as During Campaign periods of time.

The Director or their designate, shall in consultation with the Organizing Coordinator(s) determine Campaign and Non-Campaign periods of time/work schedules and take into consideration the process detailed in Letter of Agreement #1.

All Regional Representatives, Education and Mobilization Coordinator and H&S/WSIB Rep shall forward a completed (Workers United Canada Council Weekly Report) every following Tuesday to the Director detailing a brief explanation of what they have done the past week. At the discretion of the Director a more detailed explanation may be required.

Employees will submit weekly expense reports detailing distance travels, destinations, locations of meetings and any other details pertinent to the work undertaken. All receipts in reference to the expenses

filed will be originals and will be attached to the expense report upon filing. It is the responsibility of the employee to ensure copies are kept for their own files. In the event of a lost receipt, the current process in place will apply.

All absences from work require notification to the employer as soon as possible so the operations of the organization can be ensured.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 All employees shall be given the following holidays with pay:

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

And such other holidays as are proclaimed legal holidays.

The period between December 24th to January 1st inclusive, it is understood that staff must periodically check their phone messages and email and deal with emergency situations should they arise.

Overtime work performed on such holidays shall be compensated at the double (2x) the employee's regular rate.

If a Statutory Holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday unless another working day is mutually agreed to by both parties.

8.02 If it is necessary to facilitate the working of Workers United Canada Council office or to meet any emergency situations, days in Lieu will be arranged in place of the December 24th to January 1st holiday.

ARTICLE 9- VACATIONS

9.01 Each employee who has worked during the twelve (12) months in any calendar year shall be eligible to receive vacation with pay in accordance with the following schedule.

- (A) Employees with three (3) months but less than six (6) months seniority in any year: One (1) full week with pay.
- (B) Employees with six (6) months seniority but less than one (1) year seniority in any year: Two (2) full weeks with pay.
- (C) Employees with one (1) year of seniority or more in any year: Three (3) full weeks with pay.
- (D) Employees with five (5) years of seniority or more in any year: Four (4) full weeks with pay.
- (E) Employees with fifteen (15) years of seniority or more in any year: Five (5) full weeks with pay.
- (F) Employees with twenty five (25) years of seniority or more in any year: Six (6) full weeks with pay.

9.02 Employees shall be given an opportunity to take three weeks of their vacation in consecutive weeks if they so desire, at any time agreed upon between the employee and the Employer. The 4th, 5th, 6th, or 7th

weeks, when applicable, shall be taken at a time mutually suitable to the employer and the employee.

9.03 When a recognized holiday falls within an employee's vacation period, such time will not be counted as vacation, and another day off will be granted or the date of return may consequently be one (1) full day later or the vacation may commence one (1) full day earlier, as arranged with the Employer.

9.04 An employee who receives a leave of absence, or whose employment is terminated for any reason after the vacation eligibility date, but who has not received their vacation with pay, shall receive, at the time of the termination or leave, vacation pay, payment for outstanding lieu days accrued prior to such termination or leave according to the above schedule.

9.05 Any employee who is hired from a Workers United Canada Council shop shall be entitled to credit for vacation purposes for time worked in such shop, in accordance with the vacation program of the shop from which the employee comes, in determining vacation eligibility and pay, provided however, that no such employees shall be entitled to more than three (3) weeks' vacation with pay during any twelve (12) month period until such employee has (5) years of service with Workers United Canada Council.

9.06 An employee who is unable to use all of their annual vacation in the vacation year because of specific circumstances, must request a carryover of the unused portion. The Employer shall consider the request whereby the approval shall not be unreasonable denied. All employees are encouraged to use all of their vacation time in the year that the vacation time is earned, and at no time shall an employee carry over more than two (2) weeks of vacation into the subsequent year of employment, with the exception of Pregnancy/Parental leave.

9.07 Members will submit to the employer their planned vacation dates for the first six months of the year, no later than December 31st of the previous year. Members will submit to the employer their planned vacation dates for the last six months of the year, no later than June 30th. The Employer will send the completed vacation form by email/writing to the member's vacation plan request within 2 working days. Any vacation requests submitted after the deadline dates as detailed above will be granted on a first come first served basis. If multiple employees of the same job classification ask for the same vacation days at the same time, vacation will be granted based on seniority.

ARTICLE 10- GRIEVANCES AND ARBITRATION

10.01 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.

The Employer acknowledges the right of the Union to appoint a union steward or in the absence of, a Union Staff Representative, for the purpose of representing Employees in the handling of complaints and grievances.

STEP #1

An employee having a grievance shall discuss and attempt to settle it with their Director or their designate, with a union steward present, within thirty (30) days after the alleged grievance has arisen. The Employer

shall meet with the Grievor and Steward and shall give their decision in writing or by email no later than five (5) working days after such meeting. Failing satisfactory settlement, then;

STEP #2

If the decision at Step 1 is not satisfactory, the Grievor/Union shall submit the grievance in writing or by email directly to the Employer. The Director, or their designate shall meet with the Steward, the Grievor and the Union representative within ten (10) working days to investigate and attempt to settle the grievance. The Employer shall render a decision within five (5) working days after such meeting. Failing satisfactory settlement, then;

The grievance may be submitted to arbitration in accordance with the Labour Relations Act.

10.02 The Arbitration procedure incorporated in the agreement shall be based on the use of a Single Mediator/Arbitrator under the Labour Relations Act applicable to each Province.

The Arbitrator shall not be authorized, nor shall it assume authority, to alter, modify, or amend any part of this agreement, nor make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement. The decision of the Arbitrator shall be final and binding on the parties.

When either party submits a grievance to Arbitration, they shall list three (3) choices as Arbitrator. If the party receiving notice accepts one of the proposed Arbitrator, they shall contact the Arbitrator for dates. If they disagree with all names submitted, they shall submit three (3) choices for Arbitrator.

The parties shall continue to submit lists until an Arbitrator has been agreed upon or either party may apply to the Ministry of Labour to appoint an Arbitrator any time after the second list of prospective appointees has been rejected. Such lists must be delivered to the other party within five (5) days of receipt of such party's list.

The compensation of the arbitrator shall be borne equally by the parties.

10.03 (A) The Employer shall not discipline an employee without prior warning. The employee shall be accompanied by a union representative of the employee's choice, provided that the meeting can be scheduled within one (1) week, or longer if both parties agree to extend the time period. The employee and their representative shall be given reasonable notice of the Employer's desire to meet for a disciplinary meeting, including the reasons for such meeting. The Employer shall give written notice of such a meeting which may be sent via electronic mail to the stewards, the affected employee and the COPE staff representative. In the event of a claim that they have been disciplined or discharged unjustly or unreasonably, such claims shall be subject to the grievance and arbitration procedure above.

(B) It is agreed that in the exercise of disciplinary rights for just cause under this collective agreement, the Employer shall not impose an unpaid suspension if warranted but shall in its place impose a "working suspension". This does not limit or restrict the Employer for imposing any other disciplinary measure as it sees fit or for any employee to file a grievance on the matter.

(C) A record of disciplinary action shall be removed from an employee's file if there are no further incidents of the same nature in a twelve (12) month period.

(D) The employer agrees to recognize the principles of the progressive discipline when considering disciplining or discharging employees by this Agreement.

(E) The employer shall provide to the employee, in writing, the reasons for any such disciplinary action,

10.04 Any and all-time limits fixed by this Article may, at any time, be extended by mutual agreement between the Employer and the Union.

ARTICLE 11- SAVINGS CLAUSE

11.01 Should any part of hereof of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a court of competent jurisdiction or any ruling of any Federal, Provincial, or Municipal agency having jurisdiction, such invalidation of such part of portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 12- STRIKE AND LOCK-OUTS

12.01 There shall be no strikes on the part of the Union, nor lock-outs on the part of the Employer during the lifetime of this Agreement. This section shall not be construed as prohibiting members from respecting any picket lines authorized not only by the local union but also by the International/National union concerned. Employees shall not be required to cross picket lines in the performance of their duties and shall not be adversely affected for refusing to cross picket lines.

ARTICLE 13 – SICK/PERSONAL LEAVE

13.01 An employee shall be entitled to twelve (12) sick leave/personal leave days per calendar year. After twelve (12) days of any illness the employee shall apply for EI sick benefits. The employer shall provide a supplemental benefit to top-up sick leave to 95% of salary for the period of the employee is eligible to receive EI Sick Benefits. The employer shall continue to pay employees and employees will remit EI payments to the employer. The employer reserves the right to stop paying the employee and to take such further deductions as necessary to make it whole, if the employee does not make proper application to the EIC or does not remit such monies received from EI. Employees may carry-over a maximum of five (5) days unused sick/personal days to the following year. Entitlement is effective upon hiring. Sick days are not intended to be used as a means of vacation days.

13.02 Workers United Canada Council will cover all staff for WSIB. An employee who receives any benefit from the WSIB shall remit all monies received from the WSIB to the Employer who shall continue paying the employee up to the one hundred and twentieth (120) consecutive day of the compensable injury or illness. The Employer reserves the right to stop paying the employee and to take such further deductions as necessary to make it whole, if the employee does not remit such monies received from the WSIB.

13.03 Employees who are to be off due to sickness and or disability shall notify the employer by email as soon as is practicable. The notification shall include the date the required leave is expected to being and the date of anticipated return from leave. The employer can choose to request a medical note from a licensed medical doctor, if the employee is on sick leave for five (5) days consecutively. If requested, after the fifth (5th) consecutive day of illness, the employer shall cover the cost of all medical notes.

ARTICLE 14 - SEVERANCE PAY

14.01 (A) In the event of permanent layoff or termination, severance pay shall be paid on the basis of two (2) weeks' pay for each year of service to a maximum of fifty-two (52) weeks.

14.02 Employees will not be entitled to any severance pay until they have completed one (1) year of service.

ARTICLE 15- DISCRIMINATION and HARASSMENT FREE WORKPLACE

15.01 There shall be no discrimination or interference, restraint or coercion by the Employer or any of its agents, or by the Union or any of its agents, against any employee for any reason.

15.02 The Employer recognizes the principle that it is their responsibility to maintain a discrimination free workplace.

15.03 The Employer and the Union recognize the rights of employees to work in an environment free from harassment. The parties further agree that harassment will not be tolerated in the workplace.

ARTICLE 16- RIGHTS AND PRIVILEGES

16.01 The Employer agrees to maintain the expense arrangements and fringe benefits on the present basis.

ARTICLE 17 – BENEFITS

17.01 All bargaining unit members will be covered for benefits under the Workers United staff plan attached.

17.02 Retirement benefits shall be provided to employees in accordance with the provisions of the Consolidated Retirement Plan, to include all changes as adopted by the Board of Trustees of the Fund as noted in 204(h) Notice and Summary of Material Modifications to the Consolidated Retirement Plan dated November 10, 2014.

The Employer agrees to pay any increase in contributions required by the Fund during the term of the Agreement.

17.03 Benefits on Retirement

Employee(s) who retire and have at least fifteen (15) years of continuous service with the Employer and who were members of the respective benefit plans at retirement will continue as members of the plan with the premiums paid totally by the Employer.

- i) Extended Health Care Plan
- ii) Dental & Vision Care Plans
- iii) Retirees Life Insurance Plan
- iv) Dental implants
- v) Vision Field Tests

17.04 When the employer requires Staff to have a cell phone the employer will cover any special out of province/U.S. cell phone costs.

The Employer agrees to pay for printer cartridges from Reps/Organizers home offices upon receipt of bill up to a maximum of two (2) per year.

For regional representatives and organizers whose servicing area is limited to one area code: \$90.00 per month.

For regional representatives and organizers whose servicing area crosses more than one area code where long-distance charges apply: \$160.00 per month.

In order to qualify for this benefit the following conditions must be met: the representative must provide the office with his/her cellular number, the office must be able to access the representative via his/her cellular number and copies of the invoices must be supplied by the representative and attached to the weekly expense report in order to be eligible for this reimbursement and there must be voice mail attached to the cellular number.

Note: If the amount submitted is less than the \$90 or the \$160, then the actual amount spent will be reimbursed.

17.05 Medical Benefits

Orthopaedic shoes/orthotics- for those employees who require orthotics, the Employer shall pay the difference between the medical plan of \$300.00 and the full cost of the orthotics. Such benefits shall be paid to employees who provide a medical note.

Eligibility- No waiting period.

No doctor's note for paramedical.

HEALTH/WELLNESS/FITNESS ALLOWANCE

In recognition of the need for wellness, \$100 per member per year will be available to be used for gym membership, fitness/wellness classes and fitness equipment. The employee will provide original receipts in their expense reports to receive reimbursement within the year of claim.

ARTICLE 18- HEALTH AND SAFETY

18.01 The Employer shall select its representative who shall act as co-chair. The Union shall select/elect a representative who shall act as union co-chair make all reasonable provisions for the safety and health of its employees. To this end the Employer and the Union agree to the establishment of a Joint Health and Safety Committee (JHSC) which shall meet quarterly. The employer shall select its representatives who may equal but not exceed worker representatives. One shall act as the employer's co-chair. The Union shall select/elect three (3) representatives. One shall act as the Union co-chair.

One representative of the Union on the JHSC shall work towards attainment of the "Certified" Health and Safety certificate. All costs for training and time spent by members participating in the training ie. Paid time off shall be borne by the Employer. The preferred service provider shall be the Worker's Health and Safety Centre.

ARTICLE 19 – LABOUR MANAGEMENT COMMITTEE

19.01 The Union and the Employer jointly agree to recognize a Labour/Management Committee of two (2) employees selected by the Union of which one will be the Chief Steward. There will be an equal representation on the committee by the Employer.

19.02 The Labour/Management Committee will meet on a quarterly basis and have ad hoc meetings upon the request of either party. Terms of reference will be developed and amended by mutual agreement in writing by the Union and Management.

19.03 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 work hours. The COPE Ontario staff representative will be able to attend as required and requested by the Union Stewards or Management.

ARTICLE 20 - JOB POSTING

20.01 In promotions, Workers United Canada Council recognizes the value of promoting from within. When a vacancy occurs or a new position is created within the employer, these positions shall be first posted within the bargaining unit.

When a temporary vacancy or secondary vacancy occurs, employees shall make known to the employer their desire to work in the position and the employer shall seriously consider such requests, but the employer is under no such obligation to post such vacancies.

20.02 Notice of all job vacancies and openings shall be posted on the bulletin board for at least five (5) working days. Employees shall make application for the posted position with the same five (5) working days.

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

20.03 In selecting successful applicants for job postings, seniority shall be the determining factor, provided the successful applicant possesses the necessary skills, qualifications and ability to perform the job.

For internal applicants, seniority shall be the governing factor provided the senior applicant possesses the necessary skills, qualifications and ability to do the job.

ARTICLE 21- GENERAL

21.01 No agreement, understanding, alteration or variation of the agreement, terms of provisions contained herein, shall bind the parties unless made and executed in writing by the parties hereto.

ARTICLE 22- TRAINING AND EDUCATION

22.01 It is the policy of Workers United Canada Council to provide programs for the training and career development of its employees in the various skills, knowledge and abilities which will best qualify them for performance of their official duties and enhance their promotional opportunities. This shall include in-house training programs or upward mobility programs considered job related. The basic objectives of this policy are to build and retain permanent work force of efficient employees who are well qualified to maintain a high level of proficiency and to raise their own potential for advancement and to obtain job

security.

22.02 An employee shall submit requests for approval of training and education courses related to their work directly to the Employer. Upon approval, registration and materials shall be paid and full reimbursement will follow upon proof of completion of the course.

ARTICLE 23- UNION LABEL

23.01 The Employer agrees that the Union label of Canadian Office of Professional Employees Union, Local 343, shall appear on all correspondence of the Employer.

ARTICLE 24- TERMINATION OF EMPLOYMENT

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

24.02 No employee shall be disciplined or discharged without just cause.

24.03 Employees whose standard of work is not up to par, shall be notified in writing, and the standard of work expected, explained to them in detail.

ARTICLE 25 - TERMINATION OF AGREEMENT

25.01 This Agreement shall be binding and remain in full force for the period from and including October 1, 2022 to and including September 30, 2024.

Either party may at any time within three (3) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining.

25.02 It is agreed that contract negotiations shall commence withing fifteen (15) days of notice by either party of its desire to amend this agreement.

25.03 If, pursuant to such negotiations, an agreement on the renewal or revisions of this Agreement is not reached prior to the current expiration date, this Agreement shall continue in effect until a renewal thereof or a new Agreement is consummated or until the Conciliation proceedings prescribed under the Labour Relations Act have been completed, whichever should first occur.

Executed this 23 day of November, 2022.

ON BEHALF OF WORKERS UNITED
CANADA COUNCIL

ON BEHALF OF COPE LOCAL 343

Connor Power

SCHEDULE "A"

SALARIES

	CURRENT	Oct 1, 2022	Oct 1, 2023	Apr 1, 2024
Classification	Weekly Rate	Rate increase 3.5%	Rate increase 2%	Rate increase 2%
Education Coordinator	\$1,493.72	\$1,546.00	\$1,576.92	\$1,608.46
Organizer	\$1,493.72	\$1,546.00	\$1,576.92	\$1,608.46
Regional Rep.	\$1,493.72	\$1,546.00	\$1,576.92	\$1,608.46
WSIB/H & S Rep.	\$1,493.72	\$1,546.00	\$1,576.92	\$1,608.46
Bookkeeper	\$1,168.71	\$1,209.61	\$1,233.80	\$1,258.48
Clerical	\$1,155.89	\$1,196.35	\$1,220.28	\$1,244.68
Communications/Research	\$1,493.72	\$1,546.00	\$1,576.92	\$1,608.46
Education Coordinator/Internal Mobilizer	\$1,493.72	\$1,546.00	\$1,576.92	\$1,608.46
H&S/WSIB Rep/Regional Rep	\$1,493.72	\$1,546.00	\$1,576.92	\$1,608.46
Special Projects Coordinator	\$1,785.39	\$1,847.88	\$1,884.84	\$1,922.54
Organizing Coordinator	\$1,785.39	\$1,847.88	\$1,884.84	\$1,922.54

Note: New Hires

New hires shall have a start rate that is 80% of the Classification Job Rate for the first 6 months, to 90% after 6 months to 100% at one-year completion.

EMPLOYEE CLASSIFICATIONS

<u>NAME</u>	<u>CLASSIFICATION</u>
Blaire Cameron	Bookkeeper
Janet Moore	Clerical
Lisa Rosa	Clerical
Abs Diza	Regional Rep
Andy Spence	Regional Rep
Phil Conlon	Regional Rep
Mildred Caldo	Organizer
Mike Ward	Regional Rep
John Helson	Regional Rep
David Paul	Regional Rep
Kathy Yamich	Education Coordinator/Internal Mobilizer
Inderdeep Sidhu	H&S/WSIB Rep/Regional Rep
Joseph Benjamin	Regional Rep
Phoenix Robertson	Organizer
Bhupinder Sanghera	Special Projects Coordinator
Jas Randhawa	Organizing Co-ordinator
Connor Power	H&S/WSIB Rep/Regional Rep
Chris Flynn	Organizer
Mabel Arellano	Communications/Researcher
Dahlia Allie	Organizer
Ananthu Chandrakanthan	Organizer
Sukhvinder Toor	Regional Rep
Navdeep Sandhu	Regional Rep

CLASSIFICATIONS:

New or changed classifications established during the life of this agreement shall be subject to negotiations between the parties to this agreement. In the event that the parties fail to reach a mutually satisfactory agreement regarding the above, the matters in dispute may be treated as a grievance and subject to the grievance procedure as outlined in this agreement.

TRANSIT PASS/PARKING:

The employer shall provide each clerical, communications/research employee and any Regional Representative who does not own or rent an automobile and who has completed six (6) months service from date of hire with a TTC – Metropass or an equivalent amount to offset the cost of parking and travel. Metropass reimbursement shall remain current to the cost of a pass as determined by the Toronto Transit Commission.

Regional Representatives shall be reimbursed for parking costs upon submission of original receipts attached to their expense reports.

PER DIEM:

Employees whose assignment takes them out of town overnight shall receive a per diem of \$60.00 per day, including the day of return.

AUTOMOBILES:

Regional Representatives and Organizers who drive regularly for union work shall have the following provisions for automobiles:

Effective October 1, 2022 the car allowance shall be \$ 850.00 per month.

The car allowance will be payable to an employee driving a car that is not a truck and subject to higher gas costs. Members currently driving trucks shall be red circled on this issue to retirement. Workers United Canada Council shall provide reimbursement for liability and collision insurance for such vehicles up to a maximum of \$1800.00 per calendar year based on submission of proof of insurance in accordance with the Workers United Canada Council standard. Employees whose vehicles do not meet the above requirements shall continue to receive above provisions until their next vehicle purchase which must comply with the above guidelines.

Any employees who currently have a leased automobile shall be entitled to keep the leased automobile until the lease expires. At that point, the employee shall move to the car allowance.

GASOLINE REIMBURSEMENT:

Staff who receive a car allowance or who are currently on a lease vehicle shall be reimbursed for the price of regular gas used in the performance of their work upon submitting receipts. Any employee using diesel gas shall be grandfathered until the next purchase of a vehicle.

Staff with car allowance must submit gas original receipts attached to their expense reports.

For employees who utilize electric vehicles reimbursement will be discussed on a case by case basis.

SCHEDULE "B" SUMMARY OF BENEFITS

SOBEN Plan and WUCC Plan to be included in this agreement as Schedule "B".

APPENDIX "A"

SENIORITY DATES

LISA ROSA	JANUARY 19, 1979
BLAIRE CAMERON	OCTOBER 12, 1993
JOHN HELSON	AUGUST 14, 1995
JAS RANDHAW	JANUARY 9, 1998
BHUPINDER SANGHERA	MAY 20, 1998
JOSEPH BENJAMIN	July 1, 2002
ABS DIZA	JUNE 6, 2006
MIKE WARD	MAY 3, 2007
DAVID PAUL	MAY 14, 2007
KATHY YAMICH	FEBRUARY 15, 2008
INDERDEEP SIDHU	SEPTEMBER 28, 2014
PHOENIX ROBERTSON	MAY 21, 2015
ANDREW SPENCE	OCTOBER 1, 2016
MILDRED CALDO	SEPTEMBER 5, 2017
DAHLIA ALIE	AUGUST 7, 2018
CONNOR POWER	DECEMBER 3, 2018
ANANTHY CHANDRAKANTHAN	DECEMBER 14, 2018
MABEL ARELLANO	MAY 17, 2021
CHRIS FLYNN	SEPTEMBER 23, 2019
PHIL CONLON	JANUARY 12, 2022
SUKHVINDER TOOR	JULY 1, 2022
NAVDEEP SANDHU	JULY 1, 2022
JANET MOORE	JANUARY 5, 2023

LETTER OF UNDERSTANDING #1

The employer and union agree to the establishment of a Labour Management Committee. The committee shall meet bimonthly. The meetings are intended to provide an opportunity for both parties to attempt to communicate and discuss the issues of the day in a timely manner with effective problem solving/decision making/ and resolution in manners of mutual concern so as to encourage a working environment of mutual respect and trust.

As of March 1, 2023, the Labour-Management Committee will meet to prioritize ongoing conversations and feedback on the following:

The Employer's assignment of workloads to reflect optimal travel time based on service locations, taking into account complexity of issues faced by units, unit sizes, first contract bargaining, contract renewal schedules and any other pertinent issues. The Employer will look to establish and maintain a model of cross service mentorship such that in the absence of a staff representative for vacation or leave of absence, the units will be serviced without interruption nor result in excessive workload for those staff representatives carrying the temporary assignments.

Executed this __23__ day of __November_____, 2022.

ON BEHALF OF WORKERS UNITED
CANADA COUNCIL

ON BEHALF OF COPE LOCAL 343

Connor Power

LETTER OF UNDERSTANDING #2

Re: Vacation Accrued & Carry Over

For that vacation accrued up to December 31, 2021, the employer will carry over up to two (2) week of vacation to that available for 2022, and will buy out 60% of all remaining accrued vacation, the payment of which will be made in three separate disbursements, the last of which will be no later than the second week of February 2023 and no earlier than January 1, 2023.

Executed this __23__ day of __November_____, 2022.

ON BEHALF OF WORKERS UNITED
CANADA COUNCIL

ON BEHALF OF COPE LOCAL 343

Connor Power

LETTER OF UNDERSTANDING #3

Re: Benefits

Employees previously covered by the "SOBEN Plan" who have moved over to the Workers United Staff Plan shall continue to receive coverage as was provided in the SOBEN Plan, in case of any differences. For clarity any Employees not previously covered by the SOBEN Plan shall receive as outlined in the Workers United Staff Plan.

Executed this __23__ day of __November_____, 2022.

ON BEHALF OF WORKERS UNITED
CANADA COUNCIL

ON BEHALF OF COPE LOCAL 343

Connor Power