

COLLECTIVE AGREEMENT

- between -

**International Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmith, Forgers and Helpers, Local 128**
(hereinafter referred to as the "Employer")

- and -

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

April 7, 2017 to April 6, 2020

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Now, therefore, it is agreed by and between the parties hereto:

ARTICLE 1 - RECOGNITION AND SCOPE

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all temporary, full-time and part-time office employees.

ARTICLE 2 - UNION SECURITY

2.01 All employees to whom this Agreement applies shall be required to join the Union within ninety (90) days. When interviewing job applicants, the Employer will inform them of this requirement.

2.02 All employees to whom this Agreement applies shall be members in good standing of the Union during the term of this Agreement, as a condition of employment.

2.03 All employees to whom this Agreement applies who are not members of the Union shall become members of the Union on the effective date of this Agreement, and shall remain members in good standing of the Union during the term of this Agreement as a condition of employment.

2.04 The Employer agrees to deduct, upon written authorization from the employee, Union initiation fees and dues from the wages of each employee. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly.

2.05 All new employees required shall be first posted with COPE Local 343.

2.06 All work normally performed by the bargaining unit shall not be contracted out.

2.07 No employee outside the bargaining unit shall perform work normally performed by the bargaining unit.

ARTICLE 3 - SENIORITY

3.01 Seniority shall be accumulated on the basis of length of service with the Employer and shall be accorded to each employee from the first day of employment.

3.02 During the term of ninety (90) days probationary period, such employee(s) shall be entitled to all rights and privileges of this Agreement, save and except respect to discharge. Employment of employees may be terminated anytime during this ninety (90) working days without any recourse whatsoever.

- 3.03 In promotions, layoffs and recalls, seniority shall apply subject to the ability to do the work required.
- 3.04 In the event of a demotion as a result of a bump back, an employee so demoted shall have their current salary red circled.
- 3.05 The seniority status of an employee who is granted a leave of absence shall be retained and shall continue to accumulate.
- 3.06 The seniority status of an employee who is laid off shall be retained for a period of one (1) year. The seniority of an employee with fifteen or more years of service that is laid off shall be retained for a period of two years.
- 3.07 Seniority shall be considered broken when the employee voluntarily leaves the service of the Employer, or is discharged for just cause.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.01 Hours of work shall be thirty-five hours, Monday through Friday, between the hours of 8:00 am. to 4:00 pm. with one-half (½) hour for lunch or shall have the option of combining their two fifteen minute break periods to provide for a one hour lunch period.
- 4.02 Employees required by proper authority to work beyond the hours as set forth in *Article 4.01*, shall be paid time and one-half (1½).
- 4.03 Employees required by proper authority to work on any of the holidays set forth in *Article 7.02* or on Saturday or Sunday shall be paid at double (x2) time.
- 4.04 Overtime work shall be voluntary. However, the employee recognizes that there are occasions when emergencies make working overtime imperative and the employee agrees to co-operate under these circumstances. Overtime specific to a job or function shall be performed by that individual if they so desire. General overtime shall be shared as equitably as possible. Overtime shall be preapproved by the Business Manager or local area representative.
- 4.05 If employees are required to work overtime, a maximum of two (2) hours beyond the scheduled quitting time, then employees shall be given a meal allowance of twenty dollars (\$20.00) or a hot meal at the option of the employees involved.
- 4.06 Employees called to work on a day which is not a regular scheduled work day, shall receive a minimum of four (4) hours pay at the appropriate premium rate.

- 4.07 Lunch hour will be by mutual consent, shall be selected by seniority and shall commence no later than four (4) hours after the start of the shift. The Burlington office shall have front desk coverage at all times throughout the day.
- 4.08 Employees required to forgo a lunch shall be paid at the rate of double time.
- 4.09 Employees shall be granted a fifteen (15) minute rest period both morning and afternoon without loss of pay.
- 4.10 If employees are required to work overtime a minimum of two (2) hours beyond the scheduled quitting time, they shall be given a taxi allowance of ten dollars (\$10.00).
- 4.11 It is agreed that on every Friday during the months of July and August the hours of work shall be 8:30 am to 2:30 pm without loss of pay or any other right or benefit.
- 4.12 Permanent part-time employees shall be paid at the applicable wage rate for their position pro-rated to their hours worked. Vacation entitlement, sick leave etc., shall be pro-rated on their hours worked.

ARTICLE 5 - WAGES

- 5.01 A wage increase of one and one-half (1.5%) effective and retroactive to April 7th, 2017; one and one-half (1.5%) effective April 7th, 2018 and one and one-half (1.5%) on April 7th, 2019. Employees shall be paid as follows:

<u>Classification</u>	<u>April 7, 2017</u>
Senior Bookkeeper/Administrative Assistant	\$1,428.49
Office Co-ordinator	\$1,334.04
Secretary (Training)	\$1,303.59
Secretary (Sub Offices)	\$1,303.59
Thunder Bay Office	\$29.56 /hour

<u>Classification</u>	<u>April 7, 2018</u>
Senior Bookkeeper/Administrative Assistant	\$1,449.92
Office Co-ordinator	\$1,354.05
Secretary (Training)	\$1,323.14
Secretary (Sub Offices)	\$1,323.14
Thunder Bay Office	\$30.00/hour

Classification	April 7, 2019
Senior Bookkeeper/Administrative Assistant	\$1,471.67
Office Co-ordinator	\$1,374.36
Secretary (Training)	\$1,342.99
Secretary (Sub Offices)	\$1,342.99
Thunder Bay Office	\$31.50

Start rate for new employees shall be seventy-five percent (75%) of the job rate for the first ninety (90) days of employment and ninety percent (90%) for the next ninety (90) days of employment and ninety-five percent (95%) for the balance of the first year of employment. Upon completion of one year of employment, the employee shall receive the job rate for the position.

Permanent employees that are reduced to part-time hours and shall be paid at the applicable wage rate for their position pro-rated to their hours worked.

Temporary full time employees shall be paid seventy-five percent (75%) of the applicable rate for their classification.

5.02 When the Employer opens a new job classification, or changes the work content of an existing job classification, the rate of this job will be by mutual consent.

5.03 Casual Part-time employees: ***April 7, 2017:* **\$23.00/hour.****
 April 7, 2018:* **\$23.50/hour*
 April 7, 2019:* **\$24.00/hour*

5.04 Part-time employees shall receive nine percent (9%) of their gross annual earnings for public holidays, vacation and sick leave.

ARTICLE 6 - VACATIONS

6.01 Vacations shall be taken as follows:

- (1) Under one (1) year of service - 4% of gross earnings;
- (2) One (1) year to less than three (3) years - 2 weeks
- (3) Three (3) years to less than six (6) years - 3 weeks
- (4) Six (6) years to less than ten (10) years - 4 weeks
- (5) Ten (10) years to less than twenty (20) years - 5 weeks
- (6) Beyond twenty (20) years - 6 weeks.

6.02 Each employee will be given an opportunity to take their vacation in consecutive weeks, by mutual consent.

- 6.03 Vacation may be accumulated by mutual consent.
- 6.04 When a recognized holiday, as in *Article 7*, falls within an employees' vacation period, such holiday will not be counted as vacation and another day off shall be granted or the date of return shall be one (1) day later or the vacation shall commence one (1) day earlier, as arranged with the Employer.
- 6.05 Employees may receive their holiday pay in the following manner:
 - 100% if holidays taken before July 1st
 - 50% if holidays taken after July 1st
- 6.06 Employees shall give the Employer, vacation requests at least one (1) month prior to vacation being taken.

ARTICLE 7 - PAID HOLIDAYS

- | | | | | |
|------|-----------------|---------------------------|------------------|---------------------------|
| 7.01 | New Year's Day | Civic Holiday | Victoria Day | Easter Monday |
| | Labour Day | Good Friday | Christmas Day | Dominion Day |
| | Boxing Day | December 24 th | Thanksgiving Day | December 31 st |
| | Remembrance Day | Family Day | | |

And such other holidays as are proclaimed legal holidays by the Federal, Provincial or Municipal authorities.

- 7.02 Pay for work performed on such holidays shall be at double (x2) the employees' regular rate in addition to the holiday pay set out above in *Article 7.01*.
- 7.03 If such holiday falls on a day which is not a regularly scheduled working day, the immediate preceding day or the first working day thereafter shall be considered the holiday, as mutually agreed.
- 7.04 Employees shall receive time off with no loss of pay or benefits for the period beginning December 24th through January 1st. Employees shall return to work on the first working day after January 1st.

ARTICLE 8 - SICK LEAVE

- 8.01 Employees shall be entitled to one (1) working day of sick leave per month and shall be paid for all unused sick leave as of March 30th and September 30th.

- 8.02 Sick leave may be used only in the event of sickness or accident and the Employer may, at his/her discretion requires production of a medical certificate after the third (3rd) day of illness.
- 8.03 Short Term Disability – Should an employee become totally disabled due to illness or accident, they shall receive the difference between ninety percent (90%) of their normal weekly wages and Short Term Disability benefits from EI and/or the amount of short term benefits payable by the insurance carrier. Benefits shall commence on the first day of accident or the first day of hospital confinement or the third day of sickness providing that the employee is under doctor's care or the care of a qualified specialist, depending on the nature of the disability. These benefits shall continue for a maximum period of twenty-six (26) weeks during any one period of disability.

The Employer to continue pay employees and employees shall turnover monies received by EI to Employer.

ARTICLE 9 – SEVERANCE

- 9.01 Employees with more than one (1) year of service, who are laid off or retire, shall receive severance pay at the rate of one week's pay for each employment year at the current rate of pay.

ARTICLE 10 - HEALTH, WELFARE AND PENSION

- 10.01 The Employer shall pay the premiums as required for all employees to join the Boilermakers National Health and Welfare Plan after the probationary period has been completed. The Employer agrees also to pay all premiums to keep the employee in benefit for the duration of the employees' employment. In the event of a lay-off, the above benefits shall continue for a period of four (4) months from the date of lay-off. Employees will also be eligible for pay-direct benefits for an additional eight (8) months.
- 10.02 After six (6) months of service, employees shall join the Boilermakers National Pension Plan (Canada) at a contribution rate of \$6.50 per hour. Effective and retroactive to April 7, 2017, the contribution rate paid by the employer shall increase to \$6.75 per hour.

Employees may only enter the plan once.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 Any employee required to attend or serve jury duty or subpoenaed to any court shall be granted a leave of absence with regular pay to fulfill such duties and such time shall not be deducted from any leave entitlement.
- 11.02 Employees will be granted five (5) days off with regular pay in the case of immediate family bereavement. Immediate family shall include spouse, child, mother, father, sister, brother, grandchild, grandparent, aunt, uncle, niece or nephew. The above shall include common-law, step, same sex, in-law relationships or other custodial/guardian relationships. Such time may be extended by mutual consent.
- 11.03 The Steward will be granted reasonable time off with pay for negotiations and other union business.
- 11.04 Emergency medical and dental appointments; employees to notify the Employer one (1) day prior to appointments, or as much notice as possible.
- 11.05 An employee granted this leave shall continue to accumulate seniority.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

- 12.01 The duly authorized representative of both parties shall meet on the written request of either party to discuss any differences or disputes which may arise with regard to meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences.
- 12.02 If the representatives of the parties are unable to agree on any such questions within two (2) weeks, it shall be submitted to an arbitrator mutually agreed upon by both parties. The decision of the arbitrator shall be final and binding on both parties. The compensation of the Arbitrator shall be borne equally by the Employer and the Union. If the parties cannot agree on an arbitrator, the Minister of Labour for the Province of Ontario shall be asked to make the appointment.
- 12.03 Where an arbitrator finds that the Employer has violated the collective agreement, and such violation has resulted in loss of earnings for the employee(s) concerned, such arbitrator shall have the right to direct compensation for such employee(s) to the extent that is fair and equitable.
- 12.04 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of the collective agreement.

ARTICLE 13 - DISCHARGE AND DISCIPLINARY ACTION

- 13.01 The Employer shall not impose disciplinary penalties which are unreasonable or unjust.
- 13.02 In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonably the claim shall be subject to the Grievance and Arbitration procedure as set forth in *Article 12*.
- 13.03 When considering disciplining or discharging an employee, the employer shall discuss thoroughly with the employee, in the presence of the employee's union steward the reasons for considering such disciplinary action. In the event that the employer determines, that following this meeting disciplinary action is still warranted the employee shall be so advised. In the event of written discipline or greater, the employer shall provide the employee and the union with written reasons for the disciplinary action.
- 13.04 The employer shall notify the Union before discharging an employee.
- 13.05 Employees with more than one month's service shall be given a minimum of one (1) weeks' notice of discharge.

ARTICLE 14 - UNION LABEL

- 14.01 All typewritten, mimeographed, duplicated work in the office of the Employer shall bear the COPE Local 343 Union Label.

ARTICLE 15 - NO DISCRIMINATION

- 15.01 The Employer agrees that there shall be no discrimination of any form.

ARTICLE 16 - HEALTH AND SANITATION

- 16.01 The Employer shall make all responsible provisions for the safety and health of the employees during working hours. The Union may from time to time bring to the attention of the Employer any suggestions in that regard and also any other suggestions for improvements in the conditions of work.
- 16.02 The Employer agrees to provide proper rest room facilities.

ARTICLE 17 - SUCCESSORS

- 17.01 In the event the Employer shall by merge, consolidation, sale of assets, lease, franchise or by any other means enter into an Agreement with another Union or individual which, in whole or part effect the existing appropriate Collective

Bargaining Unit, then such successor Union or individual shall be bound by each and every provision of this Agreement. The Employer shall have affirmative duty to call this provision of the Agreement as aforementioned.

ARTICLE 18 - RIGHTS AND PRIVILEGES

18.01 Any rights and privileges enjoyed by employees or mutually agreed upon hereafter shall remain unchanged during the lifetime of this Agreement.

ARTICLE 19 - NO STRIKE OR LOCKOUTS

19.01 There shall be no strikes on the part of the Union or lockouts on the part of the Employer during the lifetime of this Agreement. This section shall not be construed prohibiting members from picket lines authorized by the local or the International Union concerned.

ARTICLE 20 - MANAGEMENT RIGHTS

20.01 It is the Employer's right to operate its' business in all respects in accordance with its responsibilities and commitments.

20.02 The Employer has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement.

20.03 It is an exclusive function of the Employer to hire, promote, demote, transfer, suspend, layoff, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement.

20.04 Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of management.

ARTICLE 21 - TERMINATION

21.01 This Agreement shall come into effect April 7, 2017 and remain in force until April 6, 2020.

Negotiations shall begin within ten (10) days following the receipt of such notice and during the period of such negotiations, this Agreement shall remain in full force and effect.

Dated on this _____ day of _____, 2017.

Signed on behalf of Boilermakers,
Local 128

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

John Petronski, Business Manager

Patty Clancy, Representative

Pauline Fitzgerald, Steward

Keri Sutherland, Assistant Steward

cope343

LETTER OF UNDERSTANDING #1

The Employees will also receive nine percent (9%) in addition to the prorated pay, in lieu of vacation or sick leave (see Letter of understanding dated, August 1984).

Signed on this 27th day of June, 2008.

Signed on behalf of:

International Brotherhood of Boilermakers, Local 128

Jim Tinney, Business Manager, Local 128

John Petronski, President, Local 128

Signed on behalf of:

Canadian Office and Professional Employees Union, Local 343

Patty Clancy, Representative, COPE Ontario

Pauline Fitzgerald, Steward

LETTER OF UNDERSTANDING #2

The parties do hereby agree that if a reduction in the hours of work are necessary for the Hamilton, Sarnia and Sudbury offices, it will not take place before October 1st, 1984 and the following conditions shall apply:

- The present full time employees will be paid the present weekly rate on a pro rata basis for all hours worked.
- Employees will receive no loss of the pro rated pay for statutory holidays, as provided for under the present collective agreement.
- The Employees will also receive eight percent (8%) in addition to the prorated pay, in lieu of vacation or sick leave.
- The pension plan and severance plan will be paid on the pro-rated wage rate.
- All employees will continue to receive the benefits as provided for under Article 10 of the current collective agreement.
- All vacations and sick leave earned up to September 30, 1984 will be paid at the current wage rate.

Signed in Toronto, Ontario, this 2nd day of August, 1984

Stan Petronski
Business Manager, Local 128

Kathy Maddison
Business Representative, Local 343

Joseph Maloney

Louise McKay
Steward, Local 343

Jacqui Creary
Assistant Steward, Local 343

LETTER OF UNDERSTANDING #3

Upon transfer of operations to the new Burlington location, the employer agrees to provide a travel allowance of \$10.00 per day worked to Pauline Fitzgerald.

Signed on this 27th day of June, 2008.

Signed on behalf of:

International Brotherhood of Boilermakers, Local 128

Jim Tinney, Business Manager, Local 128

John Petronski, President, Local 128

Signed on behalf of:

Canadian Office and Professional Employees Union, Local 343

Patty Clancy, Representative, COPE Ontario

Pauline Fitzgerald, Steward

LETTER OF UNDERSTANDING #4

Pregnancy and Parental Leave - Supplement

Employees with at least one year of service are entitled to a twelve month leave of absence in cases of pregnancy and parental leave.

- a) Employees shall receive no salary for the first two (2) weeks of the leave;
- b) Employees will receive a lump-sum payment equivalent to eighty percent (80%) of two (2) salary;
- c) Employees will receive the difference between 80% of salary and E.I. benefits the employee is eligible to receive for fifty (50) weeks or such longer period as may be provided by legislative change.
- d) Seniority and benefits shall continue and accrue during this leave. To be pro-rated for permanent part-time employees.

Signed on this _____ day of _____

Signed on behalf of:

International Brotherhood of Boilermakers, Local 128

John Petronski, President, Local 128

Signed on behalf of:

Canadian Office and Professional Employees Union, Local 343

Patty Clancy, Representative, COPE Ontario

Pauline Fitzgerald, Steward

LETTER OF UNDERSTANDING #5

Sick Leave – Supplemental Benefits

Short Term Disability – Should an employee become totally disabled due to illness or accident, they shall receive the difference between ninety percent (90%) of their normal weekly wages and Short Term Disability benefits from EI and/or the amount of short term benefits payable by the insurance carrier, including any waiting period.

Seniority, pension and benefits shall continue and accrue during this leave. To be pro-rated for permanent part-time employees.

Signed on this _____ day of _____

Signed on behalf of:

International Brotherhood of Boilermakers, Local 128

John Petronski, President, Local 128

Signed on behalf of:

Canadian Office and Professional Employees Union, Local 343

Patty Clancy, Representative, COPE Ontario

Pauline Fitzgerald, Steward