

# **COLLECTIVE AGREEMENT**

- Between -

**BRICK AND ALLIED CRAFT UNION OF CANADA**

**LOCAL #1**

(hereinafter referred to as the "Employer")

-and-

**Canadian Office and Professional Employees Union, LOCAL 343,**

**(CLC)**

(hereinafter referred to as the " Union")

**September 1, 2015 to August 31<sup>st</sup>, 2018**

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## **ARTICLE 1 - RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its clerical employees.

## **ARTICLE 2 - UNION SECURITY**

- 2.01 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. This is for permanent employees only.
- 2.02 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 employees because of membership in the Union.
- 2.03 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.
- 2.04 The Employer agrees to deduct union dues, initiation fees and assessments, as specified by the Union from the first (1st) pay period each month and the Employer agrees to remit such deductions to the Secretary-Treasurer of the Union by the 15th of the month.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union agrees and acknowledges that the Employer has the exclusive right to direct, plan and control office operation, and the right to hire, fire, promote, demote, suspend or discharge employees for just cause, or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities and to manage the office in the traditional manner as vested exclusively with the Employer, subject to the express provisions of this Agreement.

**ARTICLE 4 - SENIORITY**

- 4.01 Seniority shall be accumulated on the basis of length of service in any office of the Employer and shall be accorded to each employee, effective from the date of hiring.
- 4.02 In promotions and lay-offs, seniority shall be the only consideration where ability is sufficient. A permanent full time employee who is laid off will have recall rights for one (1) year.
- 4.03 Seniority service records shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for cause. The seniority status of an employee granted leave of absence shall be retained.
- 4.04 During the term of three (3) months probationary period, probationary employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Employment of employees may be terminated any time during this period of three (3) months without any recourse whatsoever.
- 4.05 No employee outside the Bargaining Unit will perform Bargaining Unit work. The Employer agrees not to contract out Bargaining Unit work.

**ARTICLE 5 - LAY OFF AND TERMINATION**

- 5.01 The Employer will give a minimum of two (2) weeks' notice of impending layoff and the employee shall also give two (2) weeks' notice of intended termination of employment.

**ARTICLE 6 - STATUTORY HOLIDAYS**

- 6.01 Employees shall be given the following holidays without deduction of pay:

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

- 6.02 If Heritage Day is declared a legal holiday, it will be added to the list of Statutory Holidays.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION**

- 7.01 The duly authorized representatives of both parties shall meet on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or breach of this Agreement.
- 7.02 If any such difference or disputes shall arise between the parties, the duly authorized representatives of the respective parties shall first attempt to adjust the same.
- 7.03 If the representatives of the parties are unable to agree on any such question within two (2) weeks, it shall be submitted to an Arbitration Board consisting of three (3) members, one designated by each of the parties and a third designated by these two. The decision of a majority of this Board shall be final and binding upon the parties hereto. The compensation of the third party shall be borne equally by the Employer and the Union. If the two cannot agree on a third party, the Minister of Labour for the Province of Ontario shall be asked to make the appointment.
- 7.04 There shall be no strike or picketing by the Union or lockout by the Employer during the term of this Agreement, except for and after failure of the other party to submit to arbitration as herein provided or to abide by and perform the decision or award of the Arbitration Board as herein provided.

## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

- 8.01 There shall be no strikes on the part of the Union nor lockouts on the part of the Employer during the lifetime of this Agreement.

## **ARTICLE 9 - SAVING CLAUSE**

- 9.01 Should any part hereof of any provision herein contained be rendered or declared invalid by reason of any decree of a court of competent jurisdiction, or any ruling of any federal, provincial or municipal agency having justification, such invalidation of such part or portion of this Agreement, and they shall remain in full force and effect.

## **ARTICLE 10 - HEALTH AND SANITATION**

10.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours. The Union, may from time to time, bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.

## **ARTICLE 11 - SICK LEAVE**

11.01 Employees shall be entitled to receive a maximum of fourteen (14) days sick leave a year, non-accumulative.

11.02 Effective October 1<sup>st</sup>, 2002, employees shall be covered under the COPE Local 343 Benefit Plan for Long Term Disability Coverage, Life Insurance and AD & D.

## **ARTICLE 12 - SHOW-UP TIME, HOURS OF WORK**

12.01 The Employer agrees to pay a minimum of four (4) hours pay in the event the employee is sent home due to weather conditions, or working conditions.

12.02 Employees in the **Welfare Office** will be required to work a minimum of thirty (30) hours per week, Monday to Friday between the hours of 8:00 a.m. and 2:00 p.m.

Employees in the **Union Office** will be required to work a minimum of thirty (30) hours per week, Monday to Friday between 8:00 a.m. and 2:00 p.m.

## **ARTICLE 13 - LEAVE OF ABSENCE**

13:01 Employees will be granted three (3) days with regular pay in the case of family bereavement (spouse, mother, father, child, sister or brother, mother-in-law, niece, nephew, grandmother, grandfather, grandmother-in-law, grandfather-in-law). Such time may be extended by mutual agreement.

13:02 Leave of absence for legitimate reasons shall not be withheld.

## ARTICLE 14 - UNION LABEL

14:01 All typewritten or duplicated work produced in the office of the Employer will bear the Local 343 COPE label.

## ARTICLE 15 - WAGES

15.01 Effective September 1<sup>st</sup>, 2015 there shall be a \$0.75 increase to the wage rates.

Effective September 1<sup>st</sup>, 2016 there shall be a \$0.75 increase to the wage rates.

Effective September 1<sup>st</sup>, 2017 there shall be a \$0.75 increase to the wage rates.

### Breakdown as listed below includes above increases:

Effective Date	Length Service	Hourly Wage	Pension	Total Package
Sept. 1/2015	Start	25.35	8.00	33.35
	3 month	26.55	8.00	34.55
	6 month	27.10	8.00	35.10
	12 month	27.95	8.00	35.95
Sept. 1/2016	Start	26.10	8.00	34.10
	3 month	27.05	8.00	35.05
	6 month	27.85	8.00	35.85
	12 month	28.70	8.00	36.70
Sept. 1/2017	Start	26.85	8.00	34.85
	3 month	27.80	8.00	35.80
	6 month	28.60	8.00	36.60
	12 month	29.45	8.00	37.45

15.02 Employees shall receive vacation pay as follows:

Employees with less than one (1) year of service - 4% of earnings  
Employees with more than one (1) year of service - 6% of earnings  
Employees with more than four (4) years of service - 8% of earnings  
Employees with more than eight (8) years of service - 10% of earnings

15.03 Casual employees who replace permanent employees for vacation or sick leave will be paid as follows:

Effective September 1, 2015: \$20.70 per hour plus 4% vacation pay.  
Effective September 1, 2016: \$21.45 per hour plus 4% vacation pay.  
Effective September 1, 2017: \$22.20 per hour plus 4% vacation pay.

**15.04 Overtime wage shall be paid**

Hours worked over six (6) hours per day but less than forty (40) hours per week - **Regular hourly wage rate for hours worked.**

Hours worked over six (6) hours per day but over forty (40) hours per week - **One and one-half (1 1/2) hourly wage rate for hours worked.**

Work performed on Saturday, Sunday and Statutory Holidays:  
**Double hourly wage rate for hours worked.**

15.05 If employed upon retirement between the ages 62 to 65 years of age, benefits to be continued until the age of 70. (Extended health care, cost plus, life insurance, accidental death and dismemberment, and emergency out of the country insurance. In the event that these benefits are improved for bricklayers, the improvement shall be provided to employees covered under this Agreement.)

**ARTICLE 16 - VACATIONS**

16.01 Vacations shall be accorded employees as follows:

- 1 week - After six (6) months service but less than one (1) year of service.
- 2 weeks - After one (1) year of service but less than two (2) years of service.
- 3 weeks - After two (2) years of service but less than five (5) years of service.
- 4 weeks - After five (5) years of service but less than ten (10) years of service.
- 5 weeks - After ten (10) years of service.



16.02 Employees shall be given the opportunity to take their vacation in consecutive weeks if they so desire.

16.03 When a recognized holiday falls within an employees vacation period, such time will not be counted as vacation time and another day off will be granted or the date of the return may be one full day later or the vacation time may commence one full day earlier, as arranged with the Employer.

#### **ARTICLE 17 - RIGHTS AND PRIVILEGES**

17.01 All rights and privileges presently enjoyed by employees covered by this Agreement shall remain unchanged during the term of this Agreement, except as may otherwise be mutually agreed upon.

#### **ARTICLE 18 - DISCIPLINE AND DISCHARGE**

18:01 The employer shall not discipline any employee covered by this agreement without just cause. The employer recognizes the principles of progressive discipline.

In the event the employer is considering disciplining an employee covered by this collective agreement, the employer shall first meet with the employee and her union representative to discuss the reason for which the discipline is being considered. If following the meeting the employer determines to discipline the employer, the employer shall confirm in writing the discipline that is being imposed and the reasons for such discipline.

Any claim that an employee has been disciplined unjustly shall be subject to the Grievance and Arbitration procedure outlined in Article 7 of this collective agreement.


#### **ARTICLE 19 - EXPIRATION DATE**

19.01 This Agreement shall be in effect until August 31, 2018 and shall thereafter continue for a further period of two (2) years unless during the sixty (60) day period immediately preceding the expiration date, either party shall give written notice to the other that it desires revision, negotiations shall commence during the thirty (30) day period immediately preceding the expiration date.

Signed this 23RD day of November, 2015.


On behalf of the:

**Brick and Allied Craft Union  
of Canada, Local #1**

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On behalf of the:

**Canadian Office and Professional  
Employees Union, Local 343**

  
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On behalf of the:

**Welfare Trust Funds, Local #1,  
Ontario**

X   
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On behalf of the:

**Canadian Office and Professional  
Employees Union, Local 343**

  
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