

AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 1ST DAY MAY, 2017

BETWEEN THE UNITED BROTHERHOOD OF CARPENTERS

AND JOINERS OF AMERICA, LOCAL 2486

Hereinafter referred to as the "EMPLOYER"

- And -

CANADIAN OFFICE OF PROFESSIONAL

EMPLOYEES UNION, LOCAL 343

O.F.L. – C.L.C.

Hereinafter referred to as the "UNION".

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

Article 1 – RECOGNITION

1.01 The employer recognizes the Union as the sole collective Bargaining Agent for all it's full-time clerical employees.

Article 2 – UNION SECURITY

2.01 Any persons hereafter employed as full-time clerical employees shall be required to join the union within thirty (30) working days after date of hiring. When interviewing applicants, the Employer will inform them of this requirement.

2.02 All Employees who are members of the Union on the effective date of this Agreement, or who subsequently become members, subject to 2.01, shall remain members in good standing in the union during the term of this Agreement as a condition of continued employment.

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 at the completion of the probationary period of thirty (30) days, effective from the first day of employment.

3.02 In promotions and lay-offs, seniority will be the only consideration subject to the ability to satisfactory perform the work required. It is understood, and agreed, however, that seniority cannot be applied in any manner where it interferes with the elected or appointed officers Representatives of the

Employer carrying out their duties as stipulated in the General Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America.

3.03 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer, or is discharged for just cause.

3.04 For a period of twenty-four (24) months from the date of lay-off for lack of work or funds, an employee shall retain his or her seniority rights and be entitled to recall before any other person is hired, provided, that such employee makes himself or herself available within then (10) days after the mailing of notice to return to work by the Company. Such notice shall be sent by registered mail to the employee's address last recorded by the Company. It shall be the duty of the employee receiving such notice to signify her or his intention to return to work within the required time. In the event that an employee receiving such recall notice signifies an acceptable reason for having been unable to report within then (10) days, the Company may accept such employee without loss of seniority privileges.

3.05 The seniority status of an employee who is laid off or granted leave of absence shall be retained and shall continue to accumulate upon re-hiring.

ARTICLE 4 – LEAVE OF ABSENCE

4.01 Jury Duty

Employees called for Jury Duty shall be paid 50% of their wage rate per day to a maximum of five (5) days for each occurrence.

4.02 Bereavement

Employees will be granted three (3) days off with pay in case of bereavement in the immediate family. "Immediate Family" shall include; spouse, children, parents, brothers, sisters, mother in law and father in law.

4.03 Union Business

Employees will be granted time off without pay when necessary to perform Local 343 Union Duties.

4.04 The Employer will give consideration to request for leave of absence for other reasons for reasonable periods of time and grant such request where possible.

4.05 Any leave of absence exceeding thirty (30) working days duration shall be considered a voluntary termination of employment by the employee, unless otherwise agreed to in writing between both Parties.

ARTICLE 5 – HOURS

5.01 The work week shall consist of five (5) days of thirty five (35) hours Monday to Friday inclusive.

5.02 All time worked outside of the regularly scheduled hours of 9:00 am to 5:00 pm shall be paid at the rate of time and one-half (1 ½) Monday to Friday.

5.03 Any time worked Saturday shall be paid at two (2) times the rate.

5.04 Any time worked Sunday shall be paid at two (2) times the rate.

5.05 Employees shall have the right to refuse to work overtime.

5.06 Employees shall be granted one (1) hour for lunch.

5.07 Where and employee is instructed to forego his or her lunch period, such time will be paid at the rate of double (2) times.

5.08 Employees shall be granted a fifteen (15) minute rest period both morning and afternoon without loss of pay.

ARTICLE 6 – WAGES

6.01 Effective May 1st, 2017, Employees will be paid on an hourly basis as follows:

Senior Secretary and/or bookkeeper	\$32.61
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Administrative Assistant	\$25.07
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Effective May 1st, 2018, Employees will be paid on an hourly basis as follows:

Senior Secretary and/or bookkeeper	\$33.06
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Administrative Assistant	\$25.07
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Effective May 1st, 2019, Employees will be paid on an hourly basis as follows:

Senior Secretary and/or bookkeeper	\$33.51
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Administrative Assistant	\$25.07
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6.02 When the employer opens a new classification, the rate for this will be by mutual agreement.

6.03 Starting rate for new employees for the first three (3) months shall be the minimum wage as specified by Provincial legislation. Top rate for each classification will be attained on a pro-rata basis in the following nine (9) months.

Part-Time Employees

(a) Part-time employees are persons who work twenty four (24) hours or less per week.

(b) Part-time employees shall be paid vacation pay in accordance with Provincial Legislation.

(c) Part-time employees shall not accumulate seniority.

(d) Part-time employees shall not be paid Sick Leave, Severance Pay, COPE 343 Drug Plan, Vision Care, Semi Private, Dental, Life Insurance, accidental Death and Dismemberment.

ARTICLE 7 – MEAL ALLOWANCE

7.01 If an employee is required to work overtime a minimum of one and one –half (1 ½) hours beyond the scheduled quitting time, the employee shall be given a meal allowance of \$7.00.

ARTICLE 8 – CALL-IN-PAY

8.01 An employee called to work on a day which is not regularly scheduled work day shall receive minimum of four (4) hour's pay at the appropriate premium rate.

ARTICLE 9 – EMPLOYER BUSINESS

9.01 Employees required to go out of town on the business of the Employer shall be paid their regular pay for each day out of the office, plus, any incurred expenses.

ARTICLE 10 – PAID HOLIDAYS

10.01 Employees shall be paid for the following Holidays.

New Year's Day, Good Friday, Easter Monday, 1 Working day before Christmas Day,
1 working day before New Year's Day, Dominion Day, August Civic Holiday, Thanksgiving Day,
Remembrance Day, Christmas Day, Victoria Day, Boxing Day, Labour Day

And such other Holidays shall be paid as are proclaimed Legal Holidays by the Federal, Provincial and Municipal authorities.

10.02 Pay for work performed on such Holidays shall be at double (2) times the employee's rate.

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10.03 If such Holidays fall on a day which is not a regular working day, the first working day thereafter shall be considered the Holiday.

ARTICLE 11 – VACATIONS

11.01 Vacations shall be accorded the employees as follows:

(a) One (1) year's service	One (1) week with full pay
Two (2) year's service	Two (2) weeks with full pay
Five (5) year's service	Four (4) weeks with full pay
Twelve (12) year's service	Five (5) weeks with full pay

(b) It is understood and agreed that vacations will be calculated on pro-rata basis when total time off for leave of absence exceeds eighteen (18) working days in one calendar year, or the time period elapsed between the date ending and start of the next vacation.

11.02 Employees shall be given an opportunity to take their vacations in consecutive weeks if they so desire.

11.03 In taking vacations, seniority will govern. The employer shall be given one (1) month's notice prior to vacations, and shall have the right to limit vacation to one (1) employee at one time.

ARTICLE 12 – GRIEVANCE AND ARBITRATION

12.01 The duly authorized Representatives of both Parties shall meet on the written request of either party to discuss any differences or disputes which may arise with regard to the meanings, interpretations, 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 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 those two. The decision of a majority of this Board shall be final and binding upon the parties hereto. The compensation of the third member 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 appoint a Chairman.

12.03 Where an Arbitration Board finds that the Employer has violated the Agreement, and such violation has resulted in loss of earnings for the employees concerned, such Arbitration Boards shall have the right to direct compensation for such employees to the extent that is fair and equitable.

12.04 The Arbitration Board shall not have the jurisdiction to alter or change any other provisions of this Agreement.

ARTICLE 13 – DISCHARGE AND DISCIPLINARY ACTION

13.01 The Employer shall not discipline an employee without prior warning unless the circumstances justify immediate discharge.

13.02 The Employer shall not impose disciplinary penalties which are unreasonable or unjust.

13.03 In the event of claim that an employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the Grievance and Arbitration Procedure provided in Article 12.

13.04 Except for reduction in staff or other justifiable reasons, the Employer shall not discharge an employee unless it is proven that she or he cannot fulfil the normal requirement of the job.

13.05 When considering discharging an employee, the Employer shall discuss thoroughly with the employee the reasons for which he is considering the discharge. \If at the end of two (2) weeks for the date of this discussion the Employer feels the employee cannot fulfil the normal requirements of the job, the reasons shall be subject to the Grievance and Arbitration Procedure provided in Article 12.

ARTICLE 14 - SEXUAL HARASSMENT

14.01 Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

1 - Unnecessary touching or patting: 2 – suggestive remarks or verbal abuse: 3 – leering at a person's body: 4 – compromising invitations: 5 – demands for sexual favours: 6 – PHYSICAL ASSAULT.

14.02 The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.

14.03 Cases of sexual harassment shall be considered as discrimination and shall be eligible to processed as grievances.

14.04 Where the alleged harasser is the person who would normally deal with first step of such grievances, the grievance will automatically be sent forward to the next step.

14.05 No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process.

14.06 The Employer recognizes the principle that it is his responsibility to maintain a discrimination—free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

ARTICLE 15 – NO STRIKES OR LOCKOUTS

15.01 There shall be no strikes on the part of the Union, or lockouts on the part of the Employer, during the life of this Agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized by the Local or the International Union.

ARTICLE 16 – DISCRIMINATION

16.01 There shall be no discrimination on the basis of age, sex, marital status, national or racial origin, nationality, color or religion in regard to hiring, promotions, demotions, lay-offs, dismissals, rates of pay or other terms or conditions of employment.

ARTICLE 17 RIGHTS AND PRIVILEGES

17.01 The Articles of this Agreement shall govern the rights and privileges of all employees.

ARTICLE 18 – HEALTH AND SANITATION

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

ARTICLE 19 – UNION LABEL

19.01 All typewritten, mimeographed, ditto'd work in the office of the Employer will bear the Local 343. Canadian Office & Professional Employees Union, Label if such work is performed by a member of the Union.

ARTICLE 20 – SICK LEAVE

20.01 One and three quarters (1 ¾) days per month sick leave for each employee to accumulate from May 1, 2017 to April 30, 2018. All unused sick leave shall be payable at the rate applicable to said employee as of May 1, 2018.

One and three quarters (1 ¾) days per month sick leave for each employee to accumulate from May 1, 2018 to April 30, 2019. All unused sick leave shall be payable at the rate applicable to said employee as of May 1, 2019.

One and three quarters (1 ¾) days per month sick leave for each employee to accumulate from May 1, 2019 to April 30, 2020,. All unused sick leave shall be payable at the rate applicable to said employee as of May 1, 2020.

20.02 It is understood and agreed that Sick Leave to the credit of the employee shall be used only for the purpose of Sick Leave and shall not be used to extend Vacations or for any other purpose of absence.

Article 21 – EQUAL PAY FOR EQUAL WORK

21.01 When two or more employees are engaged in similar type of work and the rate of one employee is higher than for the other, such other employee shall also be paid at the higher rate.

21.02 There shall be a probationary period of thirty (30) working days for a full-time employee who wishes to transfer to a higher rate of classification.

ARTICLE 22 – SEVERANCE

22.01 Then Employer agrees to establish a Special Trust Fund out of which severance payment shall be made to each employee. Upon dismissal the employee shall receive all monies in the Fund including accrued interest. In the event of death of an employee, the severance shall be made to the employee's beneficiary.

22.02 The Employer shall deposit into a Separate Trust Fund, twenty dollars (\$20.00) per week commencing May 1st, 2011 for each employee. It is understood and agreed that severance benefits shall be paid for days worked if less than a week on a pro-rata-basis.

22.03 Upon request by the employee, either during the course of employment or upon termination for lack of work, the employee has the option of partial or complete withdrawal of all funds including accrued interest.

22.04 Notwithstanding the above Articles 22.01, 22.02 and 22.03 the employee may elect to have money paid monthly directly to the employee.

22.05 It has been agreed that the Administrative Assistant will take her yearly increase of \$0.35 cents per hour to be added to her severance.

ARTICLE 23- WELFARE

23.01 The Employer will pay the full cost of the Canada Pension Plan.

23.02 The Employer will pay full single rate coverage for the CPOE 343 Drug Plan, Vision Care, Semi Private Plan, Dental, Life Insurance, Accidental Death and Dismemberment at applicable rate for those members who wish to avail themselves of these benefits.

ARTICLE 24 – TECHNOLOGICAL CHANGE

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24.01 In the event of proposed technological changes, such as the introduction of office machinery which may displace an employee, the Employer agrees to offer any employment created by such changes to this present employees wherever possible before hiring additional staff.

ARTICLE 25 – GENERAL

Employees will not be required to take orders or instructions from anyone other than the Local Union Coordinator.

ARTICLE 26 - TERMINATION

This agreement shall remain in effect for a period of three (3) years commencing May 1, 2017 and thereafter shall be automatically renewed from year to year unless at least thirty (30) days prior to the termination of any yearly period either Party shall serve upon the other, written notice of it's desire to make a change therein.

Within ten (10) days of receipt of notice, the Parties shall meet to negotiate a new Agreement.

EXECUTED THIS 1ST DAY OF MAY 2017.

SIGNED ON BEHALF OF:

THE UNITED BROTHERHOOD OF

CARPENTERS & JOINER OF AMERICA

AMERICA, LOCAL 2486

SIGNED ON BEHALF OF:

CANADIAN OFFICE AND PROFESSIONAL

EMPLOYEES UNION

LOCAL 343.