



**COLLECTIVE AGREEMENT**

- Between -

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 105**  
(hereinafter referred to as the "Employer")

- and -

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION, LOCAL 343**  
(hereinafter referred to as the "Union")

**November 1<sup>st</sup>, 2016 to October 31<sup>st</sup> 2019**

## **AGREEMENT**

This agreement entered into this <sup>st</sup> day of November 2016

between

International Brotherhood of Electrical Workers, Local 105, Hamilton, ON  
(hereinafter referred to as the Employer)

and

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

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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, whether temporary, full-time or part-time.

### **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 at the end of a sixty day (60) probationary period.
- 2.02 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.
- 2.03 The Employer agrees not to contract out bargaining unit work.
- 2.04 The Employer acknowledges that the Union Steward(s) has duties to perform and such reasonable time shall be allowed to carry out these functions, with pay, during working hours. Where it is not possible to schedule the duties during working hours or the parties agree to duties during working hours, or the parties agree to duties taking place during non working hours, the employee(s) shall receive their regular straight time wages without attracting any premium, overtime or otherwise, for the time spent performing their duties.

## ARTICLE 3 - SENIORITY

- 3.01 Seniority shall be accumulated on the basis of length of service in any office of the employer and shall be accorded to each employee at the completion of the 60 calendar day probationary period, and upon completion of the probationary period, seniority shall be effective from the date of hiring.

Seniority for part-time employees will be based on hours worked. 1690 hours of work will equal one year of full seniority. The probationary period for part-time employees will be 60 calendar days.

- 3.02 In promotions and layoffs, seniority shall be the only consideration where merit and ability are sufficient.
- 3.03 Seniority service records shall be considered broken when an employee voluntarily leaves the service of an employer or is discharged for just cause.
- 3.04 The Employer will grant a leave of absence without loss of seniority and with pay of three (3) working days in the case of the death of a member of the employee's immediate family for the purpose of settling the estate within a period of one month after the death. For the purpose of this Article immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, grandparents, and grandchildren.

Employees shall be entitled to one working day with pay and without loss of seniority to attend the funeral of a brother-in-law, sister-in-law, or parent-in-law.

- 3.05 The Employer will grant a leave of absence, less any statutory remuneration, with pay when an employee is called for jury or witness duty for a reasonable period of time as mutually agreed upon between the Employer and the Union, without loss of seniority.
- 3.06 *a) Maternity Leave*  
Any female employee who has completed thirteen (13) weeks of service with the Employer shall be entitled to a pregnancy leave, without pay, for a period of seventeen (17) weeks. The Employer shall be notified at least two (2) weeks prior to the date the leave is to begin and the employee shall provide a medical certificate indicating the expected birth date of the child. Employees unable to give notice because of complications arising from pregnancy must give notice of commencement of leave within two (2) weeks of the date commencing leave. These employees shall at the same time provide a medical certificate confirming they could not continue to work and stating the expected birth date of the child. An employee electing to return to work prior to the expiration of her pregnancy leave shall provide a doctor's certificate stating she is able to return to work and at least four weeks notice of her intention to resume work. In the case of maternity, the employer agrees to provide the first two weeks at the equivalent rate of EI benefits.

*b) Parental Leave*

An employee who has completed thirteen (13) weeks of service with the Employer and is the natural or adoptive parent of a child which they intend to treat as their own shall be entitled to a

parental leave, without payment, for a period of up to eighteen (18) weeks following the birth of a child or the coming into custody, care or control of a child for the first time. Such leave shall commence within thirty-five (35) weeks of the birth date or custody date. A mother electing to take a parental leave must begin such leave immediately following her pregnancy leave and shall notify her employer of her intent to take parental leave at least two (2) weeks prior to commencement of the leave. Employees unable to give notice because of acquiring custody, care or control sooner than expected must give notice of the commencement of parental leave within two (2) weeks of the date of commencement of leave. An employee electing to return to work prior to the expiration of her parental leave may do so upon providing the employer with at least four (4) weeks notice of her intention to return to work.

c) While an employee is on pregnancy or parental leave, the Employer must continue to make Employer contributions to life insurance, health, dental and pension plans, unless the employee has advised the Employer in writing that she does not wish to continue.

d) Sick leave shall be without loss of seniority and health and welfare benefits.

3.07 Leave of absence may be granted for personal reasons not outlined in the above clauses. This will be at the discretion of the Employer but will not be withheld unreasonably, without loss of seniority.

3.08 When a senior employee is absent, the Business Manager will assign the qualified employee with the most seniority to perform such duties of the absent employee, at the senior rate of pay. That rate will continue as long as the employee performs senior duties.

#### **ARTICLE 4 - HOURS OF WORK AND WAGES**

4.01 All employees shall be paid in accordance with Schedule "A".

The Employer shall within three (3) working days of the date of hire, provide the Union with written notice of the classification and salary rate of new employees, including the classification and salary rate of new employees, including the duration of their assignment if hired as a temporary employee.

4.02 a) The work week shall consist of 32½ hours. Hours of work shall be as follows:

Monday to Thursday inclusive:	9 am to 5 pm
Friday	9 am to 1:30 pm

One employee will work Monday to Thursday inclusive 8 am to 4 pm and Friday 8 am to 12:30 pm

b) Employees shall be paid weekly.

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

d) Employees shall be granted a 10 minute rest period both morning and afternoon, without loss of pay.

#### 4.03 *Overtime*

- a) Employees required by proper authority to work beyond the regular hours of work shall be paid time and one half, Monday through Friday. On Saturdays, Sundays, and Holidays, pay shall be at double time.
- b) If employees are required to work overtime, more than two (2) hours beyond the scheduled quitting time, then employees shall be given a meal allowance of \$10.00.
- c) If employees are required to work overtime, a minimum of two (2) hours beyond the scheduled quitting time and providing that it is least 7:30 pm, then they shall be given a taxi allowance to their place of residence on production of voucher, not to exceed four dollars (\$4.00).
- d) Employees required to forego a lunch hour shall be paid time and one half.
- e) Employees called to work beyond the regular hours of work shall be paid cab fare from residence to work and return (maximum of \$10.00 with official receipt).

#### 4.04 *Call-In*

Employees called to work on a day which is not a regularly schedule work day, shall receive a minimum of two (2) hours pay at the appropriate premium rate.

- 4.05 A full-time employee whose work is reduced in hours shall be paid on a pro-rata basis.
- 4.06 A temporary employee shall be a person who is hired to assist in period of heavy work flow, for specific projects, and/or as a replacement when a permanent employee is on vacation, illness or leave of absence. In no case shall a temporary employee be hired to work for a period in excess of nine (9) months. If an employee works for a period in excess of nine (9) months, the employee shall become permanent and seniority shall be back dated to original date of hire.
- 4.07 A permanent part-time employee is defined as a person working less than the normal work week and shall be paid the proportion of the weekly rate established for their classification in accordance with the length of service as set out in **Wage Schedule A** based on their actual hours of work. Part-time employees will be covered by all provisions of the Collective Agreement unless specifically excluded.

### **ARTICLE 5 - STATUTORY HOLIDAYS**

5.01 Employees shall be given the following statutory holidays without loss of salary:

New Years	Labour Day	Good Friday
Thanksgiving Day	Easter Monday*	Full day before Christmas
Victoria Day	Full day before New Years	Canada Day
Christmas Day	Civic Holiday	Boxing Day

a) \* Easter Monday

This holiday to be granted on the basis that there is one employee available for work on this day in order to maintain a work force in the office and they will be paid their normal rate of pay. Employees required to work on Easter Monday will be allowed one day off in lieu of this holiday; such day to be mutually agreed upon by the parties but whenever possible to be a Monday, seniority shall prevail.

- 5.02 The employer agrees that any other holidays that are proclaimed by the Federal, Provincial or Municipal authorities shall be paid but only if Local Union 105 receives the same holiday.
- 5.03 Overtime shall be paid at the rate of double time the employees regular rate, for work performed on such holidays and on Saturdays and/or Sundays. 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.
- 5.04 When members of Local Union 105 receive Remembrance Day or Heritage Day, office employees will receive the same.

#### **ARTICLE 6 - VACATIONS**

- 6.01 The employer agrees that all employees covered by this agreement, employed up to six (6) months shall receive one weeks vacation with full pay.
- 6.02 All employees with 6 months to one years service shall receive 2 weeks vacation with full pay.
- 6.03 All employees with one year or more of service shall receive 3 weeks vacation with full pay.
- 6.04 All employees with four years or more of service shall receive 4 weeks vacation with full pay.
- 6.05 All employees with ten years or more of service shall receive 5 weeks vacation with full pay.
- 6.06 All employees with twenty years or more of service shall receive 6 weeks vacation with full pay.
- 6.07 Vacations must be taken in the year in which they are due and employees shall be given the opportunity of taking their vacation in consecutive weeks if they so desire. The date of these vacations to be mutually agreed on by the parties concerned. If an employee is unable to take any part of their vacation in a year, they will be paid out.
- 6.08 Employees shall submit in writing, no later than November 15<sup>th</sup> of each year, their desired vacation time for the following year and the Employer will respond to the employee with approval for desired vacation time no later than December 30<sup>th</sup> of the year in which the request for desired vacation time was made. Any request shall not be unreasonably withheld.

## **ARTICLE 7 - GRIEVANCES 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 dispute shall arise between the parties the duly authorized representatives of the respective parties shall first attempt to adjust the same.
- 7.04 In the event that either party desires to submit to arbitration a grievance that has not been settled under the provisions of Section 2, it shall notify the other party, in writing, within thirty (30) days from the decision made under Section 2 by either the Employer or the Union.

In any case in which arbitration shall be required under the Agreement, the written notice shall contain the names of two (2) proposed arbitrators from the list provided by the Ministry of Labour, Office of Arbitration. The recipient of such notice shall, within ten (10) days of receipt of the notice, agree to one (1) of the proposed arbitrators or propose the names of two (2) different arbitrators from the above mentioned list in the written reply thereto. If the parties fail to agree upon an arbitrator within thirty (30) days from the date the matter was referred to arbitration, either party may request the appointment be made by the Act. The Employer and the Union will share equally the cost of the sole arbitrator.

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

- 8.01 There shall be no strike on the part of the Union or lockout on the part of the employer during the lifetime of this Agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized not only by the Local but also by the International Union concerned.

## **ARTICLE 9 - SAVINGS CLAUSE**

- 9.01 Should any part hereof or 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 or portions hereof, and they shall remain in full force and effect.

## **ARTICLE 10 - HEALTH AND WELFARE**

- 10.01 Employees shall be granted twelve days per year sick leave, non accumulative. The employer may request a doctor's certificate after two or more consecutive days illness. Up to two of the twelve days sick leave per year may be used as personal days for family emergencies, bereavement leave not otherwise covered, medical appointments or other matters which require attendance of the employee. At the sole discretion of the employer, additional days may be granted upon request.
- 10.02 An accurate record of sick leave and attendance will be kept each year and initialled weekly by the Business Manager.

- 10.03 Upon retirement, the employer shall continue to pay 100% of the cost of the complete Local 105 Health and Welfare plan, at the single rate, provided the employee has a combination of age and years of service equal to 85.
- a) The Employer will pay 100% of the cost of the complete Local 105 health and welfare plan at the single or family rate, whichever is applicable for all employees. Any increases in the premiums during the life of the agreement will be paid by the Employer.
  - b) Employees hired prior to January 16, 1996 shall have any years of service, either at full time or part time hours considered full years for the purpose of this Article.
- 10.04 Canada Pension Plan: The employer agrees to pay the full cost of Canada Pension Plan.
- 10.05 For employees on the payroll as of June 24, 1998, there shall be no loss of pay for extended illness of up to four weeks in any calendar year. For employees hired after this date, there shall be no loss of pay for extended illness of up to two weeks. The Employer may request a doctor's certificate.

#### **ARTICLE 11 - DISCRIMINATION**

- 11.01 The Employer and the Union recognize and will not interfere with the rights of the employees to become members of the Union.
- 11.02 There shall be no discrimination of any form.

#### **ARTICLE 12 - RIGHTS AND PRIVILEGES**

- 12.01 Any rights and privileges at present enjoyed by the employees or mutually agreed upon hereafter, shall remain unchanged during the life of this agreement.

#### **ARTICLE 13 - HEALTH AND SANITATION**

- 13.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours.
- 13.02 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 14 - EFFECTIVE DATE**

- 14.01 The Employer and the Union agree that the terms of this Agreement shall be effective November 1<sup>st</sup>, 2016 to October 31<sup>st</sup>, 2019.

#### **ARTICLE 15 - SEVERANCE PAY**

- 15.01 (a) Employees hired prior to January 16, 1996, who have acquired seniority shall be given severance pay of ten (10) working days pay for each year of service; calculated at the rate



of pay at the time of termination/retirement/or permanent disability, to a maximum of 40 weeks. (Employees hired after January 16, 1996, who have acquired seniority shall be given severance pay of ten (10) working days for each year of service; calculated at the rate of pay at the time of termination/retirement/or permanent disability, to a maximum of 30 weeks).

An employee who is at least 55 years of age and has a combined total of years of service and age of 65 shall be entitled to full severance pay.

- (b) Employees hired after January 16, 1996, who have acquired seniority shall be given severance pay of ten (10) working days for each year of service; calculated at the rate of pay at the time of termination to a maximum of 30 weeks. Should these Employees terminate their employment for retirement they shall be entitled to severance of 15 weeks pay at age 62, 20 weeks pay at age 63, 25 weeks pay at age 64 and 30 weeks pay at age 65 or older calculated at the rate of pay on the date of their retirement.

An employee who is at least 55 years of age and has a combined total of years of service and age 65 shall be entitled to full severance pay.

- 15.02 Employees discharged and not reinstated in accordance with the provisions of this agreement shall forfeit their severance pay.

## **ARTICLE 16 - DISCIPLINARY ACTION**

- 16.01 When the employer is considering disciplinary action for failure to observe office procedure and specific instructions of the Employer, he shall first call the Employee into the office and explain the reasons for such action. If at the end of a two week period the condition which warranted the disciplinary action still exists, the Employee will be given a warning notice, a copy of this notice shall be sent to the Union representative. A meeting will then be arranged for the purpose of dealing with the dispute through the grievance procedure.
- 16.02 If the cause for disciplinary action warrants immediate discharge, the Union representative will be notified at once and will attend at the time of such action being taken.
- 16.03 No employee will be disciplined or discharged without just cause.
- 16.04 If an employee feels that he or she had been treated in an unjust or unfair manner or that he or she has been discriminated against, he/she shall request a meeting with the Business Manager of Local 105 and bring the situation to his attention. If an assurance is not given immediately that conditions will improve, then the employee will have the right to lodge a grievance under the provisions of the Agreement.

## **ARTICLE 17 - NO AGREEMENTS**

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

## **ARTICLE 18 - DURATION**

18.01 This agreement shall remain in effect from November 1<sup>st</sup>, 2016 to October 31<sup>st</sup>, 2019 and thereafter be automatically renewed from year to year unless during the last ninety (90) days prior to the termination of any yearly period either party shall serve upon the other written notice of its desire to make changes therein and specifying such changes.

## **ARTICLE 19 - EDUCATION**

19.01 If courses are requested by the Business Manager to be taken by the employee during regular or after hours:

1. The employee will take the course.
2. The employer will purchase the necessary textbooks.
3. The employer will pay parking expenses upon submission of receipts.
4. The employer will pay wages at regular straight time rate upon successful completion of the course, (applies to after hours courses only)

## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

20.01 In the event of new methods of operations, including but not limited to data processing equipment, computers, or automated equipment of any type, the employer agrees to meet with the union to discuss such changes.

20.02 The employer will provide all such items as necessary to ensure VDTs/Computers are as safe as possible, including items as safety screens installed inside the computer, regular equipment checks by the Ministry of Labour or Department of Health or if not done by the above, go to a mutually agreed upon outsider, softer coloured screens, etc.

20.03 The employer shall ensure the provision of adequate working conditions. Such conditions will include, but not be limited to: adjustable furniture for equipment, seating, lighting, ventilation and noise attenuation. No employee will sit any closer than two meters from the side or back of the computer in the workplace.

## **ARTICLE 21 - NEGOTIATING COMMITTEE**

21.01 All employees who are members of the Negotiating Committee shall be given time off with pay while actually attending such negotiating meetings with the employer if such meetings occur during regularly scheduled work hours. Where it is not possible to meet during regularly scheduled working hours or the parties agree to meet during non working hours, the employees shall receive their regular straight times wages without attracting any premium, overtime or otherwise, for the time spent performing their duties.

**ARTICLE 22 - PENSION**

22.01 The Employer shall contribute on behalf of each employee, 12.5% of their weekly gross salary, monthly, into a Registered Retirement Savings Plan of the employee's choice.

Dated at Hannon this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signed on behalf of Local 105, IBEW

Signed on behalf of Local 343, COPE

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# SCHEDULE "A" WAGES

	<u>Effective Nov 1, 2016</u>	<u>Effective Nov 1, 2017</u>	<u>Effective Nov 1, 2018</u>
Secretary, Bookkeeper/ Benefit Secretary (after 1 year)	\$1,172.17	\$1,195.61	\$1,219.52
Clerk Typist (after 1 year)	\$1,060.90	\$1,082.12	\$1,103.76
Reception/Filing Clerk	\$1,005.11	\$1,025.21	\$1,045.71
New Employee	Start \$75.00 less than top rate. \$50.00 less than After ninety (90) days full rate		

**Temporary Employees**

\$32.02 per hour plus 6% lieu of benefits (\$34.62) November 1, 2016  
 \$34.62 per hour plus 6% lieu of benefits (\$37.43) November 1, 2017  
 \$37.43 per hour plus 6% lieu of benefits (\$40.47) November 1, 2018

Signed on behalf of Local 105, IBEW

Signed on behalf of Local 343, COPE

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