

COLLECTIVE AGREEMENT

- between -

**International Association of Bridge, Structural,
Ornamental and Reinforcing Iron Workers, Local 721**
(hereinafter referred to as the "Employer")

- and -

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

February 1st, 2014 to January 31st, 2017

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its clerical employees, including those employed at the training centre, save and except the Business Manager's assistant.
- 1.02 No person outside of this Agreement shall perform work normally performed by the bargaining unit employees.
- 1.03 The exception to clause 1.02 above shall be where both parties to this Agreement agree.

ARTICLE 2 - UNION SECURITY

- 2.01 Any person hereafter employed shall be required to join the Union and must make application for membership in the Union on the same day on which he/she is hired.
- 2.02 All present employees who are members of the Union on the effective date of this Agreement, or who subsequently applied for membership, shall remain members in good standing in the Union during the term of this Agreement.
- 2.03 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 employees because of their membership in the Union.
- 2.04 The Employer agrees to deduct from the weekly pay, dues of any employee covered by this Agreement and to forward monies so deducted no later than the tenth day of the month following.
- 2.05 There shall be no contracting out of bargaining unit work. No employee outside the bargaining unit shall perform bargaining unit work.

ARTICLE 3 - SENIORITY

- 3.01 Seniority shall govern in all cases of increases or decreases of working force within the bargaining unit, subject to qualifications. Length of service in determining seniority shall be deemed to have started the day an employee entered the services of the Employer.
- 3.02 New employees shall be required to serve a ninety (90) calendar day probationary period. Upon completion of the probationary period, the employee shall be credited with seniority as of their date of hire.

3.03 The union steward will be the last person to be laid off and the first to be recalled, provided he/she is able to do the available work.

ARTICLE 4 - HOURS OF WORK

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

4.02 Employees regular hours of work will be 7.5 hours per day, 37.5 hours per week, between the hours of 7:30 am and 4:00 pm, with a one-half (½) hour daily lunch break. All hours worked beyond 7.5 per day or 37.5 per week or on Saturday or Sunday shall be paid at double time.

Employees shall not be required to change their hours of work unless mutually agreed.

During July and August, employees will be entitled to take, on a rotating basis, a Friday afternoon off, from 12:00 noon.

During the week, the employee is off Friday afternoon, these hours will be worked Monday to Thursday.

4.03 Employees shall be granted a fifteen minute rest period morning and afternoon. In order that the office be staffed at all times throughout the day, the lunch and rest periods shall be staggered.

ARTICLE 5 - PAID HOLIDAYS

5.01 Employees shall be given the following Holidays without deduction of pay:

New Year's Day	Dominion Day	Victoria Day	Labour Day
Civic Holiday	Christmas Day	Thanksgiving Day	Easter Monday
Boxing Day	Remembrance Day	Good Friday	Family Day
Two (2) Floating holidays			

Should any additional Holiday be proclaimed by Federal, Provincial or Municipal Governments, such Holiday will be observed in like manner as above-mentioned Holidays.

5.02 Pay for work performed on Such Holidays shall be paid for at double the employee's regular rate. If a paid Holiday falls on a day which is not a regularly scheduled work day for any of the employees, the first working day thereafter for that employee shall be considered the Holiday. Should one of the above Holidays fall on a Saturday or Sunday, the first working days thereafter shall be considered the Holiday.

- 5.03 The office of the Employer will remain open for Christmas Holidays maintained by two (2) employees. The remaining employee will have the scheduled days off with pay. The schedule of which employees remain will be in accordance with seniority, rotated every year.

The following days will be the Christmas Holidays:

2014 - December 26, 29, 30, 31 and January 2, 2015

2015 - December 24, 28, 29, 30, 31

2016 - December 27, 28, 29, 30, and January 2, 2017

ARTICLE 6 - VACATION

- 6.01 The Employer agrees that all employees covered by this Agreement shall be paid vacation pay as follows:
- (a) 6% vacation pay shall be paid up to and including one (1) year of employment, Maximum of two (2) weeks.
 - (b) 8% vacation pay shall be paid after one (1) year to four (4) years of employment. Maximum of three (3) weeks.
 - (c) 10% vacation pay shall be paid after four (4) years maximum. Maximum of five (5) weeks.
 - (d) 12% vacation pay will be paid after ten (10) years. Maximum of six (6) weeks.
- 6.02 The parties agree that employees with vacation of two (2) weeks or more may take two (2) weeks of vacation consecutively. If the parties agree, more than two (2) weeks may be taken consecutively by employees qualifying for more than two (2) weeks.
- 6.03 When a recognized Holiday falls within an employee's holiday 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 full day later or the vacation may commence one day earlier as arranged with management.
- 6.04 Employees shall be permitted to carry over two (2) weeks of their vacation time from year-to-year, not to be accumulated by more than two (2) weeks.

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.

If such differences or disputes shall arise between the parties, the authorized representatives of the respective parties shall first attempt to adjust the same.

7.02 If the representatives of the parties are unable to agree upon any such question within two (2) weeks, it shall be submitted to a single Arbitrator mutually agreed upon by both parties. The decision of the Arbitrator shall be final and binding upon both parties. In the event the parties cannot agree on an Arbitrator it shall be referred to the Ministry of Labour for the Province of Ontario.

The cost of the Arbitrator shall be borne equally by both parties.

7.03 There shall be no strike or picketing by the Union or lockout by the Employer during the duration of this Agreement, except for and after the failure of the other party to submit to arbitration as herein provided or to abide by and perform the decision or award of the Arbitrator as herein provided.

ARTICLE 8 - DISCHARGE

8.01 Employees with more than one (1) month's service shall be given minimum of two (2) weeks notice of discharge.

8.02 Employees with more than one (1) month's service, leaving the employ of the Employer, shall give two (2) weeks notice.

8.03 No employee shall be disciplined or discharged without a just cause.

ARTICLE 9 - NO STRIKE OR LOCKOUT

9.01 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.

ARTICLE 10 - SAVINGS CLAUSE

10.01 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 decrees or a court of competent jurisdiction or any ruling of any Federal, Provincial or Municipal agency having jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof, and they shall remain in full force and effect.

ARTICLE 11 - SICK LEAVE

11.01 Employees shall be given six (6) weeks leave per year with full pay during the term of this Agreement and up to one (1) year thereafter without pay. There will be no loss of benefits during the six (6) weeks. Pay for any time beyond the six (6) weeks will be at the discretion of the Employer. Sick leave for new or temporary employees shall begin after one (1) year's employment. If less than one (1) week sick leave is taken during the year, employees will be paid two (2) weeks at the end of the year.

11.02 In the event an employee is sick for three (3) working days or more the employee shall present a Doctor's certificate attesting to this fact, not later than ten (10) working days following the first day of illness, if the Employer so requests.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Any member of the Union selected as an Officer or delegate shall upon request be granted a leave of absence, without pay and without loss of cumulative seniority, while on Union business. Such leave shall not exceed a period of one (1) year.

12.02 Leave of absence for other than Union activity when mutually agreed to shall not affect seniority.

12.03 Employees shall be granted a compassionate leave of absence for serious illness or death in the family to a maximum of one (1) full week. This period may be extended by mutual agreement. Such compassionate leave to be granted without deduction of pay.

ARTICLE 12A - PREGNANCY AND PARENTAL LEAVE

12.01A Leave shall be granted for a period of up to one year to a permanent employee after thirteen (13) weeks of service.

An employee granted maternity leave shall continue to accumulate seniority for a period of up to one (1) year.

An employee who is on maternity leave and is in receipt of Employment Insurance benefits shall be paid the following for the first twenty-four (24) weeks of her leave:

- (i) for the first two (2) weeks, payments equivalent to one hundred percent (100%) of the employee's regular weekly earnings (to be paid in full to the employee upon her return to work);
- (ii) for the following fifteen (15) weeks the employee is eligible for payments equivalent to the difference between the U.I. benefits and ninety-five percent (95%) of her regular weekly earnings (to be paid to the employee weekly during the actual Unemployment Insurance period; and
- (iii) for the following seven (7) weeks, payments equivalent to sixty percent (60%) of the employee's regular weekly earnings (to be paid in full, in seven (7) weekly instalments, upon her return to work).

Such period may be extended by mutual agreement for a further period not to exceed a total leave of one (1) year.

ARTICLE 13 - DISCRIMINATION

13.01 There shall be no discrimination on the basis of race, ancestry, age, sex, marital status, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, record of offences, family status or handicap.

ARTICLE 14 - HEALTH AND SANITATION

14.01 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 this regard and also any other suggestions of improvements in conditions of work. A lunch and rest room shall be provided.

ARTICLE 15 - RIGHTS AND PRIVILEGES

15.01 All rights and privileges mutually agreed upon shall remain unchanged during the life of this Agreement.

ARTICLE 16 - UNION LABEL

16.01 All typewritten work in the office of the Employer shall bear the Local 343 COPE Union label and such work will be performed by a member of the Union.

ARTICLE 17 - WELFARE

17.01 The Employer will pay the full cost of the Ironworkers Welfare Fund, capped at 47 hours per week.

Temporary employees who have existing coverage through COPE bargaining agreements are exempt.

17.02 The Business Manager will be responsible for all bank deposits.

- 17.03 a) An employee shall upon permanent severance from employment, for any reason other than discharge for cause or normal retirement, be paid severance pay at the rate of 2 weeks for each year served.
- b) An employee, upon normal retirement, shall be paid severance pay at the rate of 1.2 weeks for each year of service, to a maximum of twelve (12) weeks pay.
- c) In the even of the death of an employee, the amount of severance pay which he/she would have been entitled to shall be paid to his/her named beneficiary.

ARTICLE 18 - PENSION PLAN

18.01 The Employer will pay the full cost of the Ironworkers Pension Plan, capped at 47 hours per week. In consideration of this, all employees will pay \$1.37 per hour into the field dues account.

Temporary employees who have existing Pension Plans through other COPE bargaining groups, will have the amount set forth in this article sent to said plan.

ARTICLE 19 - NEW OR TEMPORARY EMPLOYEES

19.01 A new or temporary employee is one who is hired to work on a continuing basis in the work week provided in this Agreement. Such employee or employees shall be included in all terms of this Agreement, unless otherwise stated.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 This Agreement shall remain in effect for a period of three (3) years commencing on the 1st day of *February, 2014* and terminating on the 31st day of *January, 2017*. Thereafter it shall be automatically renewed from said period to another, unless either party shall service written notice upon the other of its desire to make a change therein.

SIGNED THIS 30th DAY OF June 2014.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION 

SCHEDULE "A"

	February 1, 2014 2.5%	February 1, 2015 2.5%	February 1, 2016 2.5%
Start Rate	\$26.63	\$27.30	\$27.98
After 6 months	\$28.59	\$29.30	\$30.03
After 1 year	\$30.02	\$30.77	\$31.54
After 2 years	\$31.79	\$32.58	\$33.39
Office Co-ordinator	\$33.99	\$34.84	\$35.71

APPENDIX A - TRAVEL ALLOWANCE

It is agreed by the parties, that travel of \$25.00 per day will be paid at all COPE 343 Members employed by Local 721. Any increases in the ICI Agreement will be automatically paid to COPE members.

On behalf of:

The International Association of Bridge,
Structural and Ornamental Ironworkers,
Local 721 

The Canadian Office & Professional
Employees Union, Local 343

APPENDIX B - CAA

The Employer will pay the C.A.A premiums for employees who drive, or pay the cash equivalent for those who do not.

On behalf of:

The International Association of Bridge,
Structural and Ornamental Ironworkers,
Local 721

The Canadian Office & Professional
Employees Union, Local 343