

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LOCAL 636 OF THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**  
(hereinafter called the "Employer")

**AND**

**COPE, CANADIAN OFFICE AND  
PROFESSIONAL EMPLOYEES UNION 343**  
(hereinafter called the "Union")

**January 1, 2018 - December 31, 2024**

**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, part-time and full-time employees.
- 1.02 A temporary employee is one who is hired for a specific assignment or to replace a permanent employee who is on leave.
- 1.03 Temporary employees shall commence at the bottom of the wage scale. Temporary employees, who are employed for more than six (6) months, shall become permanent employees and enjoy all the benefits of the contract, unless an extension has been mutually agreed to. Should a temporary employee be given permanent employee status the ninety (90) working days referred to in Article 3.01 will be considered the probationary period.
- 1.04 Part-time temporary employees will not be covered by the following Articles in this agreement: 4, 6, 7, 8, and 9. Part-time and temporary employees shall receive an additional 10% of their wages in lieu of benefits and holidays.
- 1.05 Part-time employees are persons working less than 24 hours per week. Part-time employees shall be paid at the regular start rate for the classification for which they were hired.

**ARTICLE 2 - UNION SECURITY**

- 2.01 Any person hereafter employed within the collective bargaining unit described in Article 1, whether temporary, part-time or full-time employees shall be required to join the Union within thirty (30) days after date of hiring. When interviewing job applicants the Employer will inform them of this requirement.
- 2.02 All employees to whom this Agreement applies shall be members of the Union in good standing 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 of the Union in good standing 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 such employee. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly.
- 2.05 Should the Employer merge, amalgamate or combine any of its operations or functions with another Union the employer agrees to discuss such mergers etc. with the staff and give as much notice as practically possible prior to any intent by the Employer to implement such change. In the event that there is a merger with another Local Union or a re-location all employees have the right to relocate rather

than lose their jobs. The representation rights and Collective Agreement in respect of those members shall be maintained.

### **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 ninety (90) calendar days, effective from the first day of employment.
- 3.02 During the term of ninety (90) calendar days probationary period, probationary employees shall be entitled to all rights and privileges of the Agreement except with the respect to discharge. Employment of probationary employees may be terminated anytime during this period of ninety (90) calendar days without any recourse whatsoever.
- 3.03 In promotions, layoffs, and recall, seniority will be the only consideration subject to the employee's ability to satisfactorily perform the work required.
- 3.04 The seniority status of an employee who is laid off or granted leave of absence shall be retained for the period of one (1) year.
- 3.05 Seniority shall cease when an employee voluntarily leaves the services of the Employer, is discharged for just cause or is on sick leave for longer than twenty-four (24) consecutive months.
- 3.06 Seniority of part-time employees shall be pro-rated.

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

- 4.01 Permanent full-time employees work week shall consist of seven (7) hours per day, Monday to Friday inclusive, beginning at 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch to be taken between 12:00 noon and 2:00 p.m.  
  
Employees shall be granted a fifteen (15) minute coffee break both morning and afternoon.
- 4.02 All time worked outside the regular scheduled hours under Article 4.01 shall be paid at two times the regular rate of pay. The Employer must approve all overtime.
- 4.03 Employees called to work on a day, which is not a regularly scheduled workday, shall receive a minimum of four (4) hours pay at the regular rate.
- 4.04 Overtime work shall be voluntary and first offered to regular full-time employees. However, the employees recognize that there are occasions when emergencies make the working of overtime imperative, and the employees agree to cooperate under these circumstances.
- 4.05 An employee required to work after ten (10:00) p.m. will be provided with transportation to his/her residence where required.

A meal allowance of fifteen (\$15.00) will be provided to employees working overtime after 6:00 pm for the duration of this agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The operation of the Employer and the direction of its employees is vested with the Employer, except as modified by this Agreement, and without limiting the generality of the foregoing, includes the right to hire, promote, demote, transfer, discipline or discharge with just cause.

## **ARTICLE 6 - VACATIONS**

6.01 All new employees who have been employed by the Employer for a period of less than twelve (12) months prior to January 1<sup>st</sup> in any year will receive vacation allowance of one (1) day per month to a maximum of ten (10) working day, or four percent (4%) of gross earnings whichever is the greater.

6.02 Vacation entitlement shall be as follows:

### **Based on January 1<sup>st</sup> of any year:**

After one (1) years service	-	ten (10) working days
After two (2) years service	-	fifteen (15) working days
After six (6) years service	-	Twenty (20) working days
After eleven (11) years service	-	twenty-five (25) working days
After twenty-two (22) years service	-	thirty (30) working days

6.03 Each employee shall be given an opportunity to take his/her vacation leave in consecutive weeks if he/she desires. Requests of periods of leave exceeding three (3) weeks shall be submitted two (2) months in advance and shall be subject to operational requirements.

6.04 When a recognized holiday as in Article 7 (Paid Holidays) falls within an employee's 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) full day later or the vacation shall commence one (1) day earlier, as arranged by the Employer.

## **ARTICLE 7 - PAID HOLIDAYS**

7.01 Employees shall be paid for the following holidays;

<b>December 31<sup>st</sup></b>	<b>Labour Day</b>	<b>New Year's Day</b>
<b>Thanksgiving Day</b>	<b>Good Friday</b>	<b>Remembrance Day</b>
<b>Easter Monday</b>	<b>December 24<sup>th</sup></b>	<b>Victoria Day</b>
<b>Christmas Day</b>	<b>Dominion Day</b>	<b>Boxing Day</b>
<b>Civic Holiday</b>	<b>Floating Day</b>	<b>Family Day</b>

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

- 7.02 Pay for work performed on such holidays shall be at double the employee's regular rate in addition to the holiday pay set out in the preceding paragraph.
- 7.03 To qualify for paid holidays, permanent part-time and full-time employees must work the full days preceding and following the paid holiday unless excused by the Employer.

An alternate day off with pay shall be granted if a holiday falls on a Saturday or Sunday.

## **ARTICLE 8 - HEALTH AND WELFARE**

- 8.01 Commencing after thirty (30) calendar days from date of employment all employees shall be allowed one and one-half (1 ½) day sick time with full pay for each month, during their employment with the Employer.
- 8.02 Sick leave pay may be used only in the event of sickness or accident, and the Employer may, at his discretion, require production of a medical certificate. Cost of the medical certificate (note) is at the expense of the Employer. Sick bank may be accessed for use for medical appointments for self, spouse or children.
- 8.03 The Employer agrees to supply an annual statement as to the amount of an employee's accumulated sick time to his/her credit.
- 8.04 At the discretion of the Business Manager/Financial Secretary, sick leave entitlement may be advanced to the employee upon written request. Approval of advanced sick leave shall only be granted in cases where the employee no longer has sick leave credits available or has not accrued enough sick leave credits to cover the illness. All sick leave credits advanced shall be returned to sick leave bank through accrual or in event that the employee leaves his/her employment, payment for advanced sick leave shall be deducted from any monies owed to the employee prior to final payment.
- 8.05 Employees are required to join the O.M.E.R.S. Pension Plan in accordance with the Plan.
- 8.06 As specified in the Green Shield Benefit Booklet, each employee covered by this Agreement shall have the following benefits paid one hundred (100%) percent by the Employer:
1. Green Shield Extended Health Care Plan T4 (\$5.00 deductible) (includes Chiropractor, Chiropodist, Podiatrist & Osteopath), Product Selection;
  2. Green Shield Audio Aid Plan;
  3. Green Shield Vision Care Plan E (\$\$500.00/24 months);
  4. Green Shield Dental Plan - #15 (or equivalent) at the current O.D.A. fee schedule. Orthodontics to \$2,500.00 lifetime. Dental recall examinations

every 9 months. Benefits contained with the plan shall include the Specialist Fee Guide as well as General Physician Fee Guide.

5. London Life - coverage includes Life Insurance and Long-Term Disability (LTD).
6. Green Shield Canada Deluxe Travel Plan QJ.

Any change in any of these benefits must be mutually agreed upon.

It is agreed that if the Employer negotiates additional benefits or improvements to the plan, the Union will be notified and then these improvements will be automatically added to the collective agreement.

8.07

The Employer will maintain lifetime benefit coverage for an employee who retires at age 55 or greater as defined in IBEW 636 Group Health Benefit BP 4.12, subsection 1.04. These benefits may change from time to time and the Union will be advised of any revisions at the time of the change.

#### **ARTICLE 9 - LEAVE OF ABSENCE**

- 9.01 In the event of death of one of the following relatives: Spouse, Children, Mother, Father, Stepmother, Stepfather, Sister, Brother, an employee will be allowed five (5) working days off with pay.

In the event of death of Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law or any relative living in the same house with the employee, three (3) days without loss of pay shall be granted to the employee.

Additional time may be granted for traveling purposes, and handling of executor duties. Such additional time shall not be construed in any way as setting a precedent.

One (1) day leave of absence without loss of pay may be granted to employees in the event of death of any other relative or close personal friend.

Bereavement leave occurring during an employee's scheduled vacation period will extend such vacation with pay by the same number of days as the bereavement entitlement. Such extension will be allowed at a time mutually agreeable to the Employer and employee.

- 9.02 Employees will be granted reasonable time off with pay for Union duties.

- 9.03 Employees called for Jury or Crown Witness duty shall be granted time off with full pay.

- 9.04 Employees with fifteen (15) months service are entitled to a six (6) month leave of absence in cases of maternity. Employees will receive no salary for the first two (2) weeks of the leave, however, employees will receive a lump sum payment equivalent to 93% of two weeks salary and E.I. benefits the employee is eligible to receive for fifteen (15) weeks. An additional leave of absence to a maximum aggregate of twelve (12) months may be granted. Such additional leave of absence to be without cost to the Employer. To be pro-rated for part-time employees.
- 9.05 **Family and Personal Emergency** - In case of illness of the Employee's family, the Employee may, after notifying the Business Manager, use up to a maximum of two (2) days per calendar year of their sick days for such paid leave.

## **ARTICLE 10 - GRIEVANCE AND ARBITRATION**

- 10.01 The duly authorized representatives of both parties shall meet on the written request of either party to discuss differences of disputes, which may arise with regard to the meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences.
- 10.02 If the representatives of the parties are unable to agree on any such question within two (2) weeks, it shall be submitted to an Arbitrator mutually agreed upon by 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.
- 10.03 When an Arbitrator finds that the Employer has violated the Agreement, and such violation has resulted in loss of earnings for the employees concerned, such Arbitrator shall have the right to direct compensation for such employees to the extent that is fair and equitable.
- 10.04 The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.
- 10.05 Time limits as described above may be extended by mutual agreement between the parties.

## **ARTICLE 11 - DISCHARGE AND DISCIPLINARY ACTION**

- 11.01 The Employer shall not impose disciplinary penalties, which are unreasonable or unjust.
- 11.02 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 provided in Article 10 of this Agreement. A lesser standard for discipline or discharge can be applied to temporary employees.
- 11.03 The Employer shall not discharge or discipline employees without just cause. Prior to discharging an employee, the Employer agrees to notify the Union.

## **ARTICLE 12 - UNION LABEL**

12.01 All typewritten, mimeographed, duplicated work in the office of the Employer will bear the Local 343 C.O.P.E. Union label if a member of the Union performed such work.

## **ARTICLE 13 - DISCRIMINATION**

13.01 The Employer agrees that there shall be no discrimination by the Employer against any employee, group of employees, because of membership in the Union. Employees shall not be subject to prejudice or discrimination because of presenting grievances for themselves or other employees.

13.02 The Company and the Union agree that there shall be no discrimination against any member of the bargaining unit in the matter of hiring, wage rates, training, promotion, transfer, lay off, recall, discipline, classification, discharge, or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability, nor in the exercise of his or her rights under this Agreement, or because of his activity or lack of activity in or in respect of any trade union or employees' organization.

## **ARTICLE 14 - HEALTH AND SAFETY**

14.01 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 15 - NO STRIKES OR LOCKOUTS**

15.01 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. This section shall not be construed as prohibiting members from respecting picket lines authorized by the Local or the International Union concerned.

## **ARTICLE 16 - TECHNOLOGICAL CHANGE**

16.01 In the event the Employer upgrades or changes existing computer programs, equipment or hardware, all employees affected by the change shall be provided with training at the Employer's expense during working hours.

16.02 It is further agreed that if an employee voluntarily elects to upgrade or enhance their existing skills relevant to their current position, the Employer shall reimburse the employee the full amount of the cost. Prior approval must be obtained from the Employer for the course and reimbursement shall be based on successful completion.



**ARTICLE 17 - TERMINATION**

- 17.01 This Agreement shall come into effect January 1, 2018 and remain in full force and effect until December 31, 2024.
- 17.02 Either party may, no less than thirty (30) days nor more than ninety (90) days before expiry date, give written notice of revision or termination of this Agreement.
- 17.03 Unless an extension has been agreed to by mutual consent, negotiations shall begin within ten (10) days following the receipt of such notice, and during the period for such negotiations, this Agreement shall remain in full force and effect.
- 17.04 In the event that the Employer and the Union negotiate a Collective Agreement for a term of more than one (1) year, the following Cost of Living escalator clause shall become part of such Agreement and shall be applicable to all employees covered by this Agreement.

Such seven (7) year contract includes an escalator clause in the second, third, sixth and seventh year of the Agreement, which provides for an adjustment of wage upwards or downwards of 1% change in Statistics Canada Consumer Index for Ontario (2002=100). The index figure published in January of the second year of the Agreement is to be the base for calculating adjustments.

This escalator clause will not be effective unless the Consumer Price Index exceeds the wage adjustments for the second or third year by 1% at which time there will be a 1% general increase and shall be made effective commencing the first payroll period following the publication date in the month in which the Consumer Price Index is published. Following such adjustment, the Consumer Price Index will be reviewed on the publication date of each month thereafter, and adjustments will be made in a similar manner. No adjustment upward or downward shall be made if the change in Consumer Price Index is less than 1% of the previous adjustment.

No downward adjustment shall be made to reduce wages below the level paid in the first month of the second, third, sixth and seventh year of such Agreement because of changes in the Consumer Price Index during the life of this Agreement.

**SIGNED at Mississauga, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2018**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL UNION 636**

**COPE - CANADIAN OFFICE AND  
PROFESSIONAL EMPLOYEES  
UNION 343**

\_\_\_\_\_  
Barry Brown, BM/FS

\_\_\_\_\_  
Rick Miller, Business Representative

\_\_\_\_\_  
Candice Palmer, Steward

## SCHEDULE "A"

### WAGE RATES (based on a 35 hour week)

<u>JANUARY 1, 2018</u>	<u>6 Mos.</u>	<u>12 Mos.</u>	<u>18 Mos.</u>	<u>24 Mos.</u>
Executive Asst/Office Administrator	1,044.93	1,144.44	1,194.21	1,319.71
Financial Administrative Assistant	1,055.17	1,155.66	1,205.91	1,332.64
Financial Administrative Support	954.61	1,045.52	1,090.99	1,205.66
Administrative Support 1	954.61	1,045.52	1,090.99	1,205.66
Administrative Support 2	912.20	999.07	1,042.49	1,152.09

### JANUARY 1, 2019

Executive Asst/Office Administrator	1,065.83	1,167.33	1,218.09	1,346.10
Financial Administrative Assistant	1,086.83	1,190.33	1,242.09	1,372.62
Financial Administrative Support	973.70	1,066.43	1,112.81	1,229.77
Administrative Support 1	973.70	1,066.43	1,112.81	1,229.77
Administrative Support 2	930.44	1,019.05	1,063.34	1,175.13

### JANUARY 1, 2020

Executive Asst/Office Administrator	1,087.15	1,190.68	1,242.45	1,373.02
Financial Administrative Assistant	1,119.43	1,226.04	1,279.35	1,413.80
Financial Administrative Support	993.17	1,087.76	1,135.07	1,254.37
Administrative Support 1	993.17	1,087.76	1,135.07	1,254.37
Administrative Support 2	949.05	1,039.43	1,084.61	1,198.63

### JANUARY 1, 2021

Executive Asst/Office Administrator	1,108.89	1,214.49	1,267.30	1,400.48
Financial Administrative Assistant	1,153.01	1,262.82	1,317.73	1,456.21
Financial Administrative Support	1,031.03	1,109.52	1,157.77	1,279.46
Administrative Support 1	1,031.03	1,109.52	1,157.77	1,279.46
Administrative Support 2	968.03	1,060.22	1,106.30	1,222.60

**JANUARY 1, 2022**

Executive Asst/Office Administrator	1,131.07	1,238.78	1,292.65	1,428.49
Financial Administrative Assistant	1,187.60	1,300.70	1,357.26	1,499.90
Financial Administrative Support	1,033.29	1,131.71	1,180.93	1,305.05
Administrative Support 1	1,033.29	1,131.71	1,180.93	1,305.06
Administrative Support 2	987.39	1,081.42	1,128.43	1,247.05

**JANUARY 1, 2023**

Executive Asst/Office Administrator	1,154.82	1,264.79	1,319.80	1,458.49
Financial Administrative Assistant	1,212.54	1,328.01	1,385.76	1,531.40
Financial Administrative Support	1,054.99	1,155.48	1,205.73	1,332.46
Administrative Support 1	1,054.99	1,155.48	1,205.73	1,332.46
Administrative Support 2	1,008.13	1,104.13	1,152.13	1,273.24

**JANUARY 1, 2024**

Executive Asst/Office Administrator	1,179.07	1,291.35	1,347.52	1,489.12
Financial Administrative Assistant	1,238.00	1,355.90	1,414.76	1,563.56
Financial Administrative Support	1,077.14	1,179.75	1,231.05	1,360.44
Administrative Support 1	1,077.14	1,179.75	1,231.05	1,360.44
Administrative Support 2	1,029.30	1,127.32	1,176.32	1,299.98

It is agreed by the parties that when a new employee is hired into the position of Financial Administrative Support they shall advance through the steps as per the agreement. In the event that they advance to the position of Financial Administrative Assistant, they must have a minimum of ten (10) years' experience with Local Union 636 to achieve the top rate of that position.

# LETTER OF UNDERSTANDING #1

## FLEX HOURS

Local Union 636, IBEW and COPE, Local 343 have mutually agreed to the following:

For the term of this agreement, employees may be allowed to work flex time.

Flex time provides employees with the opportunity to vary their work day start time, end time and lunch time when the arrangement has been approved by the Employer.

Signed at Mississauga, Ontario on this \_\_\_\_\_ day of \_\_\_\_\_

International Brotherhood of Electrical  
Workers Local Union 636

COPE, Canadian Office and Professional  
Employees Union Local 343

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF UNDERSTANDING #2

## WORKING FROM HOME

Local Union 636, IBEW and COPE, Local 343 have mutually agreed to the following:

For the term of this agreement, the position of Financial Administrative Assistant and/or Financial Administrative Support may be allowed to work from home.

The position of Financial Administrative Assistant and/or Financial Administrative Support may be allowed to work from home provided that the position of Executive Asst/Office Administrator is covered at the office for all absences and they have received approval from the Business Manager/Financial Secretary. The Business Manager/Financial Secretary will advise the employee(s) if their attendance is required for Union business other than absences.

Signed at Mississauga, Ontario on this \_\_\_\_\_ day of \_\_\_\_\_

International Brotherhood of Electrical  
Workers Local Union 636

COPE, Canadian Office and Professional  
Employees Union Local 343

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_