

# **COLLECTIVE AGREEMENT**

- Between -

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 793 (IUOE)**

(hereinafter referred to as the “Employer”)

- and -

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES  
UNION, LOCAL 343 (COPEU)**

(hereinafter referred to as the “Union”)

January 1, 2017 to December 31, 2019

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## COLLECTIVE AGREEMENT

**Between:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(hereinafter referred to as the "Employer")

- and -

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

### 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 shall be required to join the Union within thirty (30) days after the date of hiring.

2.02 All present employees who are members of the Union on the effective date of this Agreement, or who subsequently become members, shall as a condition of employment, remain members in good standing in the Union during the term of this Agreement.

2.03 The Employer shall deduct from the pay of each employee covered by this Agreement, the dues as determined by the Union and shall forward monies so deducted to the Union monthly.

2.04 There shall be no contracting out of bargaining unit work, which shall result in a lay-off or reduction of the bargaining unit. It is further agreed that non bargaining unit employees shall not perform bargaining unit work to the extent that it results in the lay-off of a bargaining unit employee.

2.05 The Employer agrees to recognize a bargaining committee of three (3) bargaining unit members.

2.06 Union Stewards shall be entitled to leave their work during working hours in order to carry out their functions under the agreement including the investigation and processing of grievances, attendance at meetings with management and participation in negotiations.

Permission to leave work during working hours for such purposes shall first be obtained from management, but such permission shall not be unreasonably withheld. All time spent in performing the above duties shall be considered time worked.

### 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 one hundred eighty (180) calendar days, effective from the date of hiring.

3.02 Where a job vacancy occurs or a new job is created, notice shall be posted (within a reasonable time frame), provincially for a minimum of five (5) working days. The Employer shall electronically mail the job posting to all laid-off employees. A laid-off employee shall have the same rights to apply for a job vacancy as any other employee. The notice shall set out a job description, qualifications required by the job, classification and wage rate. The job shall be awarded within fifteen (15) working days of posting. Should the vacancy remain unfilled, the Employer shall notify the Union of such vacancy prior to any public advertising.

3.03 In filling a job vacancy (including promotions, transfers, new positions, etc.) seniority shall be the governing factor where the qualifications (Skill, Ability) are sufficient to perform the normal requirements of the job within a fifteen (15) working day training period. When an employee is promoted to a higher classification the employee will receive the full rate of the job immediately upon promotion.

3.04 An employee shall lose seniority once they voluntarily leave the service of the Employer or is discharged for just cause and not reinstated. The seniority of an employee who is laid off or granted leave of absence shall continue to accumulate for a period of one (1) year. For lay-offs or leaves of absence in excess of one (1) year, the employee's seniority status shall be retained to a maximum of two (2) years but shall not accumulate during the second year.

3.05 The Union Steward and Business Representative shall be notified in writing of all changes in the bargaining unit, with respect to staff, classification, etc. Such notification shall be within five (5) working days of these changes.

3.06 An employee who is temporarily assigned for vacation, illness related reasons or maternity leave to a higher paying classification for one (1) or more weeks, shall be paid the rate and benefits for that classification for the time they perform such job excluding vacation days or holidays for short term assignments. (One week consists of 5 consecutive working days). This must be authorized prior to such relief. An employee who is assigned, in accordance with the terms of the Agreement, to a lower-paying classification, they shall continue to be paid the rate and benefits of their regular job.

The employer shall not require that any employee backfill for job vacancies due to illness, termination of employment, vacation or any other absences for a period more than two (2) months.

3.07 Employees shall be laid off in reverse order of seniority from within the office and classification affected. A senior employee who has been given notice of lay-off may displace a junior employee in any other office or classification provided the senior employee has the qualifications (Skill, Ability) to do the job of the junior employee. An employee must inform the Employer within five (5) working days of their decision to displace a junior employee. All lay-off notices shall be posted and shall serve as notice to all employees.

3.08 Employees following completion of their probationary period shall be given notice of lay-off on the basis of one (1) week for each completed year of service to a maximum of eight (8) weeks' notice or shall receive payment in lieu of notice at the rate of one (1) weeks' pay for each year of service to a maximum of eight (8) weeks' pay.

3.09 No new employees shall be hired until those laid off have been given the opportunity of recall.

3.10 Employees shall be recalled in order of their seniority, to the location in which they were laid off, where jobs become available subject to Article 3.02, provided they have the skill and ability to perform such jobs. The Employer shall give notice of job vacancy by express post or priority post to the last recorded address of the employee. The employee shall keep the Employer advised at all times of the employee's correct address. The employee shall return to work within ten (10) working days from the time that the notice of recall is received, unless on reasonable grounds the employee is unable to do so. An employee may only refuse recall twice.

3.11 The right of laid-off employees to benefits under this collective agreement shall continue for a period of three (3) months.

3.12 Temporary employees who are hired as full-time employees who have worked continuously without a break in service (excluding holidays or vacation time) shall have their date of seniority reflect the original date of hire.

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

4.01 All employees shall be paid in accordance with Schedules "A", attached to this Agreement. A separate schedule shall apply for OETIO - Morrisburg wages and classifications. All employees will receive a retroactive 2.4% increase for 2017; 2.3% increase in 2018 and 2.3% increase in 2019.

4.02 a) The work week shall consist of five (5) days Monday to Friday inclusive. The normal work day shall be 8:30 am to 4:00 pm (6½ hours) Monday to Friday inclusive. Employees shall be paid at double (2x) their base wage for all work performed outside their normal working hours of thirty-two and half (32½) hours per week. All overtime hours must be authorized by the Employer prior to working these hours.

b) At the request of either party and only upon the mutual consent and agreement between the Union and the Employer, the employees may work the six and one-half (6½) hours per day, Monday to Friday inclusive at times agreed to between the Employer and the employees and approved by Local 343 provided that such requests to Local 343 are made through the Employer only, and each request dealt with on its own merits, and in each case, if no agreement can be reached the matter may not be referred to Arbitration and the hours of work shall remain 8:30 am to 4:00 pm Monday to Friday inclusive.

4.03 Employees shall be granted one (1) hour for lunch and one fifteen (15) minute rest period both morning and afternoon.

4.04 Permanent employees are to be given the first opportunity to work overtime on all occasions, provided the employee is willing to work overtime at the classification rate for the work performed. All overtime work will be offered in order of seniority to the people who normally perform the work. If they are not willing to work the overtime, work will be offered in order of seniority to employees who have the ability and skills necessary to perform the work.

4.05 Starting salaries for inexperienced persons shall be \$50.00 per week less than current classification rates, with a \$25.00 per week increase after ninety days (90) of employment (3 months), a further \$25.00 per week increase after one hundred and eighty days (180) of employment (6 months), reaching full classification wages being paid.

4.06 Employees who are required to perform duties outside of the office such as banking, post office, supplies, etc., such time spent out of the office shall be considered to be time worked.

## ARTICLE 5 - HOLIDAYS AND STATUTORY HOLIDAYS

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

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

and the last working day previous to New Year's Day, and such other holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities.

In the event that the Employer shuts down the office during Christmas break, the employees who booked vacation days during this period are entitled to carry over their vacation days into January. The vacation days, however, must be taken in the month of January the following year, and must be pre-approved by the Employer.

a) Employees shall also be granted two (2) float holidays with pay. There shall be no more than ten percent (10%) of the staff off on any one day for this. All float day requests must be submitted and approved by Management at least five (5) working days prior to the requested date. Any new employees hired will not be entitled to these two (2) float holidays until the next calendar year provided that they have successfully completed their probationary period.

5.02 Work performed on such holidays shall be paid for at double (2) the employee's base wage. 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.

## ARTICLE 6 - VACATION

6.01 All newly hired full time employees will earn two (2) weeks' vacation (prorated from the date of hire based on a calendar year) to be taken after three (3) months of being employed. Any excess vacation not taken during the calendar year, as a result of the three (3) month restriction, may be carried over to the second calendar year.

6.02 All employees who have been with the Employer for two (2) years shall receive three (3) weeks' vacation with full pay.

6.03 All employees who have been with the Employer for five (5) years shall receive four (4) weeks' vacation with full pay, not to be taken consecutively.

6.04 All employees who have been with the Employer for ten (10) years shall receive five (5) weeks' vacation with full pay, not to be taken consecutively.

6.05 All employees who have been with the Employer for nineteen (19) years shall receive six (6) weeks' vacation with full pay, not to be taken consecutively.

6.06 All employees who have been with the Employer for twenty-nine (29) years shall receive seven (7) weeks' vacation with full pay, not to be taken consecutively.

6.07 Employees shall be given an opportunity to take their vacations in consecutive weeks by mutual agreement with the Employer.

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

6.09 All vacation requests shall be in writing at least one (1) month in advance and authorization by the Employer shall be given in writing within fourteen (14) days of the request. Preference of vacations shall be based on seniority for all requests received by the Employer by May 1st of each year. All vacation requests received after May 1st shall be authorized by the Employer on the first come first serve basis only. Once vacation time has been approved it will not be changed unless mutually agreed. Vacation requests cannot be booked more than twelve months in advance.

#### **OETIO Staff Only:**

Response to vacation requests shall be twenty (20) days maximum because of the unique needs of OETIO. This will be in effect only on initial request of yearly vacation submissions. Other vacation requests shall be subject to the fourteen (14) day response time frame.

#### **6.09A**

Two (2) casual days will be allocated for employees to take from vacation entitlement that does not fall into the one (1) month notice period as per Article 6.09. Notice under this article will be subject to a minimum of five (5) business days.

6.10 In accordance with Life and Health Benefit Plan, where it can be established by the employee through a death certificate and the employee qualifies for bereavement during his/her vacation period the employee may either add to the vacation or use it at a later date.

### **ARTICLE 7 - GRIEVANCES AND ARBITRATION**

7.01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

#### **STEP 1**

The aggrieved employee may in the presence of a Union Steward, submit a grievance in writing to the Human Resources Manager within ten (10) working days of the alleged violation, who shall reply with five (5) working days after the grievance has been submitted.

#### **STEP 2**

Failing satisfactory settlement at Step 1 the Union Steward and/or the representative may submit the grievance to the Business Manager or his designate within ten (10) working days



who shall render his decision within five (5) working days after receipt of the grievance.

### **STEP 3**

Failing satisfactory settlement at Step 2 the Union may refer the grievance to Arbitration within ten (10) working days from the completion of Step 2.

7.02 The decision of the Arbitrator shall be final and binding on both parties. The compensation of the Arbitrator shall be borne equally by the Employer and the Union. The

parties agree that an Arbitrator shall be mutually agreed upon within thirty (30) calendar days from the Union's notice to pursue the grievance to arbitration. If the parties cannot mutually agree upon an Arbitrator, either party may request that the Minister of Labour appoint an Arbitrator.

7.03 Where the 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.

7.04 The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.

### **ARTICLE 8 - MANAGEMENT RIGHTS**

8.01 The Employer has the exclusive right to operate and manage the business, to maintain order and efficiency, to hire, promote, transfer, demote, lay-off and discipline or discharge employees for just cause.

The Employer has the right to make rules that are reasonable provided that they are not inconsistent with the Agreement.

### **ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION**

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

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

9.03 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 7.

9.04 Except in the case of gross misconduct, no employee shall be disciplined in any manner, demoted, suspended, or discharged except for just cause. The Employer affirms its commitment to the principle of progressive discipline, and that discipline should be appropriate in light of the offence. Employees shall be entitled to union representation in any meetings with the Employer the purpose of which is warning or disciplinary action. Any claim that an employee has been disciplined or discharged without just cause, shall be subject to the grievance procedure.

#### **ARTICLE 10 - NO STRIKES OR LOCKOUTS**

10.01 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 not only by the Local Union, but also by the International Union concerned.

#### **ARTICLE 11 - SICK LEAVE**

11.01 Employees shall be allowed twelve (12) working days sick leave with pay each year. If the absence on account of sickness continues for more than five (5) consecutive working days, the Employer may require a Doctors Certificate. Sick days are non-cumulative and cannot be carried over.

11.02 In the case of extended illness being at least twenty (20) working days, an employee with two (2) years' service or more will receive 80% of their full pay for a period up to a maximum of five (5) weeks for any one illness. These payments will apply, provided that the sickness is certified in writing by an appropriate physician. It is understood that sick leave, as provided above, shall be non-cumulative.

11.03 The Employer will cover the full cost of an insurance policy for each employee with an Insurance Company covering compensation for any illness extending beyond the period of one (1) month.

11.04 Employees who use not more than five (5) sick days and who do not access Article 11.02 in the calendar year will receive five (5) extra vacation days to be taken consecutively in the following calendar year. Any new employee will not be entitled to this until they have worked one (1) full calendar year.

#### **ARTICLE 12 - NO DISCRIMINATION/HARASSMENT**

12.01 There shall be no discrimination on the basis of sex, race, ancestry, citizenship, place of origin, ethnic origin, colour, age, marital status, family status, sexual orientation, record of offences or handicap or creed in regard to hiring, promotions, demotions, lay-offs,

dismissals, rates of pay or other terms or conditions of employment.

12.02 It is the policy of IUOE Local 793 as an Employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the work force to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The employer will ensure that victims of harassment are able to register complaints without reprisal.

Harassment is a form of discrimination and includes personal harassment. Harassment shall be defined as any improper behaviour by a person which is offensive to any employee and which that person knows or ought to reasonably know would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The parties to this agreement will work together to ensure that all employees and IUOE Local 793 understand personal responsibilities to promote a harassment-free working environment.

#### **ARTICLE 13 - RIGHTS AND PRIVILEGES**

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

#### **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. This shall include proper equipment for video display terminals and computers.

14.02 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 improvement of the work.

14.03 The employer will provide a smoke-free working environment for all of its employees and comply with all provincial or municipal legislation relating to smoking in the workplace.

#### **ARTICLE 15 - UNION LABEL**

15.01 All work produced in the office of the Employer will bear the Local 343 COPE label.

#### **ARTICLE 16 - WELFARE**

16.01 All employees shall be covered by a \$150,000.00 (One hundred and fifty thousand) Life Insurance coverage paid by the employer.

16.02 The Employer agrees to pay the full cost of the Canada Pension Plan.

16.03 The Employer agrees to enroll the employees into the Local 793 Life, Health Benefit Plan and to further purchase through an Insurance Company, extended LTD coverage to age 65 years for those who are permanently disabled.

Upon retirement from Local 793, with seven (7) or more years of service, employees will have the option of maintaining benefits as per Local 793's retiree benefit plan.

If an employee has completed 25 years of service, upon retirement, the employer shall increase their benefit dollar bank to the maximum allowed, as per the IUOE Local 793 Welfare Plan Documents.

16.04 The Employer shall supply a letter of understanding concerning the International Union of Operating Engineers General Pension Plan. (Attached).

## ARTICLE 17 - LEAVE OF ABSENCE

17.01 Employees required to serve on jury duty or witness duty shall be paid the difference of pay between their regular classification rate and the grant received for jury duty and witness duty.

17.02 The Employer will give consideration to requests for leave of absence for a reasonable period of time.

17.03 Employees will be granted time off when necessary to perform Union duties, without loss of seniority.

17.04 Maternity leave provision shall apply to regular full-time employees with thirteen (13) weeks of service or more. The distribution of Maternity Leave will be at the employee's option. The employee must give written notification to the Employer at least four (4) weeks prior to date taking Maternity/Paternity Leave. This notification shall be accompanied by a Doctor's Certificate attesting to the expected date of delivery. Presentation of such notice can be less than four (4) weeks if the medical certificate confirms that the employee must leave her position earlier than forecast.

In the event that the employee wishes to return early or extend their leave, must give the employer at least four (4) weeks notification.

a) Employees shall be entitled to a twelve (12) month leave of absence in cases of maternity, adoption or parental leave. Benefits covered under Article 16.04 and seniority shall continue and accrue during this leave.

b) Employees with eighteen (18) months of service or more shall be entitled to the following:

1. Employees will receive no salary for the first two (2) weeks of the leave;
2. Employees will receive a lump-sum payment equivalent to Two Hundred Dollars (\$200.00); and
3. Employees will receive One Hundred Dollars (\$100.00) per week for fifty (50) weeks or such longer period as may be provided by legislative change. (See Appendix B)

17.05 Employees will be granted bereavement leave as set out in the Local 793 Benefit Plan.

## **ARTICLE 18 - TRAVEL**

18.01 Employees who use their vehicle for the Employer's business, and who are not provided the option of utilizing a company vehicle, shall be paid a travel allowance of fifty-four cents (\$0.54) per kilometre travelled upon authorization.

## **ARTICLE 19 - SEVERANCE**

19.01 a) If severance of employment is due to an employee voluntarily leaving, and the employee has less than four (4) years of service, they shall not be entitled to receive severance. For employees with four (4) years of service or more, when they provide a minimum of four (4) weeks' notice, they shall be entitled to two (2) weeks base wage for each year of service, subject to a maximum of thirty (30) weeks.

b) Upon severance of employment due to permanent lay-off, the employee(s) affected will be entitled to receive for each year of service, two (2) weeks' pay at their base wage to a maximum of thirty (30) weeks' pay.

c) Upon retirement, the employee shall have ten (10) years or more of service and shall be entitled to two (2) weeks base wage for each year of service to a maximum of thirty (30) weeks' pay.

d) Should an employee be discharged for just cause the employee shall not be entitled to receive severance pay.

## **ARTICLE 20 - PROFESSIONAL DEVELOPMENT**

20.01 Employees are encouraged to develop their technical skills, including but not limited to computer systems, software and office equipment. Upon successful completion of employer-approved courses, the Employee will be reimbursed for the cost of the course.

**ARTICLE 21 - TERMINATION**

21.01 This Agreement shall become effective January 1st, 2017 and shall remain in effect until December 31st, 2019 and thereafter shall automatically be renewed from year to year, unless within ninety (90) days prior to the termination of the Agreement either party shall serve upon the other party written notice of its desire to make changes therein. Within thirty (30) days of receipt of notice, the parties shall meet to negotiate renewal of this Agreement.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ON BEHALF OF:  
International Union of Operating  
Engineers, Local 793

ON BEHALF OF:  
Canadian Office and Professional Employees  
Union, Local 343

\_\_\_\_\_  
Mike Gallagher

\_\_\_\_\_  
Mary Stalteri

\_\_\_\_\_  
Lloyd Nakaza

\_\_\_\_\_  
Marco Palladini

\_\_\_\_\_

\_\_\_\_\_  
Lori Zych

\_\_\_\_\_  
Sandra Foster

Schedule "A"-  
Annualized Wages and  
Classification

Position	Area	Weekly wages	2016 Current Salary (32.5 hrs/wk)	% increase	2017 Increase at 2.4%	% increase	2018 Increase at 2.3%	% increase	2019 Increase at 2.3%
Receptionist	Head Office Oakville	\$844.44	\$43,910.88	2.40%	\$44,964.74	2.30%	\$45,998.93	2.30%	\$47,056.91
Dispatch Office Assistant	Head Office Oakville	\$1,053.92	\$54,803.84	2.40%	\$56,119.13	2.30%	\$57,409.87	2.30%	\$58,730.30
Executive Administrative Assistant	Head Office Oakville	\$1,053.92	\$54,803.84	2.40%	\$56,119.13	2.30%	\$57,409.87	2.30%	\$58,730.30
General Office Assistant	Head Office Oakville	\$1,053.92	\$54,803.84	2.40%	\$56,119.13	2.30%	\$57,409.87	2.30%	\$58,730.30
Social Services Office Assistant	Head Office Oakville	\$1,053.92	\$54,803.84	2.40%	\$56,119.13	2.30%	\$57,409.87	2.30%	\$58,730.30
Dues Office Assistant	Head Office Oakville	\$1,053.92	\$54,803.84	2.40%	\$56,119.13	2.30%	\$57,409.87	2.30%	\$58,730.30
Area Administrative Assistant	Toronto	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Belleville	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Hamilton	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Thunder Bay	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	London	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Ottawa	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Sarnia	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Sault Ste. Marie	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Sudbury	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Windsor	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	St. Catharines	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Cambridge	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Barrie	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Oshawa	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Area Administrative Assistant	Timmins	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28

Accounting Office Assistant	Head Office Oakville	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Remittance Administrative Assistant Office Assistant	Head Office Oakville	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Pension/Benefits Office Assistant	Head Office Oakville	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Labour Relations Administrative Assistant	Head Office Oakville	\$1,125.02	\$58,501.04	2.40%	\$59,905.06	2.30%	\$61,282.88	2.30%	\$62,692.39
Dues Administrative Assistant	Head Office Oakville	\$1,125.02	\$58,501.04	2.40%	\$59,905.06	2.30%	\$61,282.88	2.30%	\$62,692.39
Social Services Administrative Assistant	Head Office Oakville	\$1,125.02	\$58,501.04	2.40%	\$59,905.06	2.30%	\$61,282.88	2.30%	\$62,692.39
Social Services Administrative Assistant	Head Office Oakville	\$1,125.02	\$58,501.04	2.40%	\$59,905.06	2.30%	\$61,282.88	2.30%	\$62,692.39
Delinquency/Remittance Control Office Assistant	Head Office Oakville	\$1,125.02	\$58,501.04	2.40%	\$59,905.06	2.30%	\$61,282.88	2.30%	\$62,692.39
Delinquency/Remittance Control Office Assistant	Head Office Oakville	\$1,125.02	\$58,501.04	2.40%	\$59,905.06	2.30%	\$61,282.88	2.30%	\$62,692.39
Delinquency Control Office Assistant	Head Office Oakville	\$1,125.02	\$58,501.04	2.40%	\$59,905.06	2.30%	\$61,282.88	2.30%	\$62,692.39
Intermediate Accounting Assistant	Head Office Oakville	\$1,135.64	\$59,053.28	2.40%	\$60,470.56	2.30%	\$61,861.38	2.30%	\$63,284.19
Pension/Benefits Administrative Assistant	Head Office Oakville	\$1,135.64	\$59,053.28	2.40%	\$60,470.56	2.30%	\$61,861.38	2.30%	\$63,284.19
Area Administrative Assistant/Dispatch	Hamilton	\$1,160.04	\$60,322.08	2.40%	\$61,769.81	2.30%	\$63,190.52	2.30%	\$64,643.90
Legal Administrative Assistant	Head Office Oakville	\$1,160.04	\$60,322.08	2.40%	\$61,769.81	2.30%	\$63,190.52	2.30%	\$64,643.90
Membership Services Office Assistant	Head Office Oakville	\$1,160.04	\$60,322.08	2.40%	\$61,769.81	2.30%	\$63,190.52	2.30%	\$64,643.90
Remittances Coordinator	Head Office Oakville	\$1,160.04	\$60,322.08	2.40%	\$61,769.81	2.30%	\$63,190.52	2.30%	\$64,643.90
Financial Administrative Assistant	Head Office Oakville	\$1,188.71	\$61,812.92	2.40%	\$63,296.43	2.30%	\$64,752.25	2.30%	\$66,241.55
Delinquency Control Coordinator	Head Office Oakville	\$1,188.71	\$61,812.92	2.40%	\$63,296.43	2.30%	\$64,752.25	2.30%	\$66,241.55



Position	Area	Weekly wages	2016 Current Salary (32.5 hrs/wk)	% increase	2017 Increase at 2.4%	% increase	2018 Increase at 2.3%	% Increase	2019 Increase at 2.3%
Curriculum Support & Training Design	Morrisburg	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Customer Service & Sales Coordinator	Morrisburg	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
E-Learning & Curriculum Assistant	Morrisburg	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Registrar Student Services & Apprenticeship	Morrisburg	\$1,082.56	\$56,293.12	2.40%	\$57,644.15	2.30%	\$58,969.97	2.30%	\$60,326.28
Finance & Administrative Clerk	Morrisburg	\$1,125.02	\$58,501.04	2.40%	\$59,905.06	2.30%	\$61,282.88	2.30%	\$62,692.39
Graphics & Desktop Publishing	Head Office Oakville	\$1,160.04	\$60,322.08	2.40%	\$61,769.81	2.30%	\$63,190.52	2.30%	\$64,643.90
Financial Administrative Assistant	Morrisburg	\$1,172.78	\$60,984.56	2.40%	\$62,448.19	2.30%	\$63,884.50	2.30%	\$65,353.84
Administrative Assistant	Head Office Oakville	\$1,172.78	\$60,984.56	2.40%	\$62,448.19	2.30%	\$63,884.50	2.30%	\$65,353.84
Graphics & Desktop Publishing	Morrisburg	\$1,172.78	\$60,984.56	2.40%	\$62,448.19	2.30%	\$63,884.50	2.30%	\$65,353.84

Position	Area	2016 Hourly rate			2017		2018		2019
Temporary employee rate	N/A	\$28.51			\$28.51		\$28.51		\$28.51
Summer Student rate	N/A	\$16.62			\$16.62		\$16.62		\$16.62

A student-employee shall be defined as an employee who is normally a full-time student but fills in for short periods of time during school breaks to assist the Employer/employees during vacations, sick-leaves, or work overloads or as otherwise agreed in writing. It is agreed that student-employees must be laid-off first. Student-employees shall not be hired or working while any other employee is on lay-off unless mutually agreed upon.

Student-employees are required to join the Union and dues are to be deducted. Student-employees shall be excluded from *Articles 2.05, 2.06, 3 (all sections), 4.01, 4.04, 4.05, 5.01 (a), 6 (all sections), 11 (all sections), 16.01, 16.03, 17 (all sections), 19 (all sections) and 20.01.*

# APPENDIX "A"

## Temporary Employees

Temporary employees will be covered by the collective agreement, with the exception of the following provisions:

Article 2 - Union Security, clauses 2.05 & 2.06

Article 3 - Seniority

Article 4 - Hours of Work, clauses 4.01, 4.04 & 4.05

Article 5 - Holidays & Statutory Holidays, clause 5.01 section a) only

Article 6 - Vacation

Article 11 - Sick Leave

Article 17 - Leave of Absence, sections 17.01, 17.02, 17.03 and 17.04

Article 19 - Severance

Article 20 - Professional Development

Appendix B - Sub Plan

Temporary employees will be paid per the current negotiated rate per the collective agreement.

Temporary employees will receive 4% vacation pay on each pay.

Temporary employees who are employed longer than six (6) consecutive months will receive one (1) sick day per month worked to a maximum of twelve (12) days per year. Sick leave will not be paid during the first six (6) months of employment.

Temporary employees who are employed longer than six (6) consecutive months will be covered by Article 16, subject to any carrier limitations and exclusions.

Temporary employees will not be retained beyond eighteen (18) months from date of hire.

## APPENDIX "B" - SUB PLAN

### International Union of Operating Engineers Local 793 Sub Plan

1. The objective of the plan is to supplement the employment insurance received by workers for unemployment caused by maternity/parental leave.
2. The following group of employees covered by the plan: IUOE, Local 793 contract members that have accrued eighteen (18) months service.
3. The benefit level paid under this plan is a top up of the employment insurance gross benefits (plus any other earnings elsewhere). It is understood that in any week, the total amount of SUB, employment insurance gross benefits and any other earnings received by the employee will not exceed ninety-five percent (95%) of the employee's normal weekly earnings. The duration of the benefit is for the duration of maternity/parental leave benefits payable under EI (including the waiting period).
4. The duration of the plan is from January 1<sup>st</sup>, 2017 for the life of the Collective Agreement.
5. Employees do not have right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
6. Employees must apply for employment insurance benefits before SUB becomes payable.
7. Employees disentitled or disqualified from receiving EI benefits are not eligible for SUB.
8. The Employer will inform the Canada Employer & Immigration Commission of any changes to the plan within thirty (30) days of the effective date of the change.
9. The plan is financed from the Employers general revenues. Sub payments will be kept separate from payroll records.
10. The employee must provide the Employer with the proof that he or she is getting EI benefits.
11. The Employer uses the benefit stub to verify that the employees are receiving EI benefits or all other earnings. The Employers Revenue Taxation registration number is 107512568 RP001.
12. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

cope343

# LETTER OF UNDERSTANDING

Between:

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(hereinafter referred to as the "Employer")

- and -

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

**RE:**

The Parties hereto agree that the Employer will continue to enroll all members of the Union in the International Union of Operating Engineers General Pension Plan, Canada according to the participation guidelines stipulated by the Plan to the Employer.

This Letter of Understanding forms part of this Collective Agreement.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FOR THE EMPLOYER**

**FOR THE UNION**

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# LETTER OF UNDERSTANDING

**Between:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793**  
(hereinafter referred to as the "Employer")

- and -

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

WHEREAS in accordance with the IUOE Constitution and in line with the March 21, 2014 Local 793 by-laws, every officer, employee or other representative must be bondable for the discharge of his or her duties.

NOW THEREFORE the parties agree to the following method for addressing this issue:

- The Employer will require criminal background checks for all employees to confirm bondability in compliance with the above.
- This will be exercised for bond fide business reasons and will not be exercised in an unjust or unreasonable way.
- The grievance procedure applies in full to all applications of this right.
- The following is a list of the criminal background check requirements: No employee has had a conviction for which a pardon has been granted, for any theft over \$5,000, fraud over \$5,000, theft or forgery of credit card, robbery, or extortion.

**\*This Letter of Understanding shall form part of the Collective Agreement\***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**FOR THE EMPLOYER**

**FOR THE UNION**

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