



# **COLLECTIVE AGREEMENT**

- Between -

**LIUNA LOCAL 183**  
(hereinafter referred to as the "Employer")

- and -

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

July 1, 2015 to June 30, 2018

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## COLLECTIVE AGREEMENT

Between:

**LIUNA LOCAL 183**  
(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, subject to the Letter of Understanding attached to this Agreement.

1.02 For the purpose of this Agreement there shall be three departments:

- (1) Secretaries
- (2) Accounting/Membership /Data Processing/PIO
- (3) General Office

### ARTICLE 2 - UNION SECURITY

2.01 Any person hereafter employed shall be required to join the Union upon hire and pay union dues.

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

### ARTICLE 3 - SENIORITY, JOB POSTINGS

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 probationary period of one hundred and eighty (180) days worked. During the probationary period, the employer may dismiss a probationary employee for any reason in its sole discretion and probationary employees shall not have any recourse to the grievance or arbitration process.

a) In the event of a permanent vacancy within the bargaining unit, the Employer shall post the vacancy for a period of three (3) working days. Employees interested in being considered for such a vacancy must submit an application within the posting time in the form required by

the Employer.

b) The Employer will consider applicants from persons inside and outside the bargaining unit but before making a decision, the Employer will interview each candidate. The Employer will consider all applicants based upon qualifications, skill and abilities. Only when two or more candidates from inside the bargaining unit have equal attendance records, employment records, qualifications, skills and abilities to do the job, shall seniority be the governing factor in making the selection.

c) In the event that a candidate from inside the bargaining unit is successful in posting to a position, the subsequent vacancy created by the posting may be filled at the Employers discretion without posting.

d) The Employer shall have the right to fill a temporary vacancy without regard to the posting procedure. A temporary vacancy is one which is expected to last less than fourteen (14) months. After filling a temporary vacancy which is expected to last more than three (3) months, but less than 14 months, the Employer will notify the Union including the individual in the temporary vacancy and the start date.

e) In the event of a transfer to a satellite location for operational needs Local 183 will pay the employee for mileage at the rate of .52 cents per kilometre for the duration of the transfer for the first (12) months calculated from employee's home.

f) Where the Employee is required to temporarily work at a satellite location (such as Barrie or Cobourg), the Employer will endeavour to give advance notice where possible of the requirement to report to that satellite location, and for such temporary assignment for a full shift, up to 30 (thirty) minutes travel time each way will be part of the normal scheduled work shift.

3.02 In layoffs, seniority shall be the main consideration, provided the employee's ability and skills are sufficient to perform the work required.

3.03 Seniority shall be considered broken and employment deemed terminated if:

a) An employee is on layoff for twelve (12) or more consecutive months.

b) An employee does not return to work for the employer, after being properly notified by Priority Post at his or her last known address with seven (7) calendar days of sending the Priority Post recall notice.

c) An employee is absent for three consecutive (3) days without notification to the employer.

3.04 An employee who is successful in being awarded a posted position may return to his/her prior position within 90 working days of working in the new position, and the Employer may return the employee to the position within that timeframe, and in order to allow for these options, the employee's prior position will not be filled permanently (posted) until the above timeframe has expired.

3.05 An updated Seniority List with classifications shall be provided annually to the union.

#### **ARTICLE 4 - UNION LEAVE**

4.01 a) Employees shall be granted leaves of absence without loss in seniority when delegated to perform Union activities.

b) The Employer agrees to pay up to three (3) days per calendar year, per employee, for time lost for attending Union conventions. This provision only applies to employees who are duly designated delegates of the Union.

c) The Employer recognizes one (1) Steward and two (2) members of the Bargaining Committee, provided that each employee has the right to present his/her grievance directly at the first step of the Grievance Procedure if he/she desires to do so.

d) The Union steward shall be permitted to leave his/her work during working hours in order to carry out his/her functions under the Collective Agreement provided that it does not interfere with his/her regular work. The Bargaining Committee shall be paid only for their regular time up to Conciliation. Any time spent, either by Union Stewards or Union Bargaining Committee outside of regular working hours shall be on their own time.

#### **4.02 Maternity/Parental Leave**

Employees with thirteen (13) or more weeks of service will be granted leave of absence for maternity/parental purposes, without pay, for a period of no longer than twelve (12) months, with credit for such absence towards seniority and vacation pay if they return to work. If an employee returns to work within the twelve (12) month period, she will be entitled to fill the same position as previously held. It is agreed, however, that an employee hired to substitute another employee on maternity leave, will be considered a temporary employee. In the event that the position of a temporary employee will become permanent, then the seniority of such employees shall be backdated to the date of hiring. Provincial Government regulations regarding maternity leave shall supersede any provisions of this Article.

#### **4.03 Jury Duty**

The Employer agrees that any employee, having attained seniority, and who is summoned to perform jury duty, shall be paid the employee's regular salary. The Employer shall deduct

the amount of the jury duty fee paid by the Court and the amount received from the Welfare Plan. Such deduction shall not include any travelling allowances or reimbursing of expenses that may be paid by the Court.

#### **4.04 Bereavement Leave**

On notification, the Employer will grant a minimum of three (3) days leave of absence with pay in the event of the death of his/her immediate spouse, mother, father, children, sister, brother, grandparents, grandchildren and in-laws. Stepmother, stepfather, stepchild and step grandchildren upon production of Death Certificate. Should employees be required to travel out of province, then additional leave without pay may be granted.

It is understood that any amounts received from the Welfare Plan will be deducted from the employee. Further, should the Benefit Plan institute a one (1) day leave with pay benefit for all other family members then the same shall apply to this bargaining unit.

#### **4.05 Leave of Absence**

In the event that an employee requests a personal leave of absence without pay, the Employer agrees to consider and discuss this matter with the employee concerned.

Personal leaves of absences will be at the discretion of the Employer with due consideration to the employee's length of service and the reason for such request.

Such leaves once granted will not accumulate seniority or benefits.

Compassionate Leave as per Employment Standards Act regulations of eight (8) weeks (now renewable and another eight (8) weeks can be requested) based on relationship to the member.

### **ARTICLE 5 - HOURS AND WAGES**

5.01 All employees shall be paid in accordance with the attached Schedule "A." Attached hereto are schedules of work, overtime, wage rates and classifications, which are hereby made a part of this Agreement.

Part-time Admin/Receptionist classification

All Executive Secretaries shall be classified as Secretaries

Executive Secretary

► Effective the date of ratification, all employees formerly classified as Executive Secretary shall be classified as Secretary.

► All employees classified as an Executive Secretary as of February 1, 2010 shall be red-circled at July 1, 2008 rate of pay for Executive Secretaries being \$1,044.57 per week (here and after referred to as "red-circled employees").

► A red-circled employee shall be defined as an employee whose wage rate is frozen at a rate that is currently higher than the rate set forth by this Agreement's wage schedule for the Secretary classification. Red-circled employees will remain red-circled until the wage rate for the Secretary classification reaches or surpasses their current red-circled rate, they transfer to a different classification of their own accord, or they quit or are terminated for just cause.

► Red-circled employees will be entitled to any and all monetary benefits set out in this Agreement based on their current rate of pay.

~~► The "Members Information Liaison" position will continue to be filled by Maria Nogueira without posting and, upon ratification, will be under the collective Agreement at the rate of a Switchboard Operator with seniority and services dates of her date of hire of March 14, 2011.~~

► If a newly created position of Senior Legal Department Assistant is introduced, it will be an excluded position. The filling of this position will not create a layoff in the Legal Department, and not reduce the Bargaining Unit by layoff.

## ARTICLE 6 - PAID HOLIDAYS

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

New Years' Day	Easter Monday	Civic Holiday	Remembrance Day
Family Day	Victoria Day	Labour Day	Christmas Day
Good Friday	Canada Day	Thanksgiving Day	Boxing Day

And such other holidays as are proclaimed legal holidays by Federal and Provincial government.

### 6.02 Floater Days

As the Employer's offices remain open on certain holidays to meet the needs of their members and thus requires staff, the parties agree that staffing coverage shall be mutually arranged between the office managers and COPE members, by department, to provide staffing requirements on Remembrance Day and Easter Monday, holidays designated in Article 6.01. If fewer than the required number of employees volunteer to work the Remembrance Day or Easter Monday, such work may be assigned to the most junior employee. The day

worked shall be paid in lieu time as a floater and must be taken within 30 days after the actual designated holiday.

6.03 Employees shall begin work at 8:30 am and finish work at 12:30 pm on Christmas Eve and New Year's Eve.

6.04 Pay for work performed on the holidays listed in Article 6.01 (except Remembrance Day and Easter Monday which are paid at the employee's regular rate), shall be paid for at double the employee's regular rate. If a statutory holiday falls on a day which is not a regular working day, the first working day thereafter or the day before as agreed by the parties shall be considered the holiday.

## **ARTICLE 7 - VACATIONS**

7.01 All employees covered by this Agreement who have completed:

- |                                 |   |
|---------------------------------|---|
| ▶ One (1) year of service       | two (2) weeks' vacation with full pay   |
| ▶ Two (2) years of service      | three (3) weeks' vacation with full pay |
| ▶ Five (5) years of service     | four (4) weeks' vacation with full pay  |
| ▶ Fifteen (15) years of service | five (5) weeks' vacation with full pay  |
| ▶ Thirty (30) years of service  | six (6) weeks' vacation with full pay   |

Vacation accrual shall be on the employees' anniversary date.

7.02 Vacation shall be scheduled by mutual agreement of the parties. Employees with more seniority within the department shall be given the first opportunity to arrange his/her vacation period.

7.03 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 may be one (1) full day later or the vacation may commence one (1) day earlier, as arranged with management.

7.04 A minimum of two (2) week's vacation must be taken each year. Vacation accrued can be banked for a period of not more than two (2) years. After this period of two (2) years, any accrued vacation will be forfeited. Vacation may not be cashed in; it must be taken as vacation time off.

## **ARTICLE 8 - GRIEVANCES AND ARBITRATION**

8.01 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 Union may submit a grievance in writing signed by the individual griever to a designated representative of the Employer within (5) working days of the alleged violation. The employee may have a Union Representative present if he or she so chooses. The Employer shall reply within five (5) working days after the grievance has been submitted.

### **STEP 2**

Failing satisfactory settlement at Step 1, the Union Representative may submit the grievance to the Business Manager or his designate within ten (10) working days who shall render his decision within ten (10) working days after receipt of the grievance.

### **STEP 3**

Failing satisfactory settlement at Step 2, either party may refer the grievance to Arbitration within (10) working days as provided in Article 8.03 but not later.

8.02 All of the time limits set out in this procedure are mandatory but may be extended by mutual agreement of the parties.

### **8.03 Arbitration**

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

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

(c) The decision of the Arbitrator shall be final and binding on both parties.

(d) The Union and the Employer shall jointly bear the expenses of the arbitrator.

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

9.01 Layoff - Employees shall be given two (2) weeks notice of layoff, or pay in lieu of notice, for each year of service up to a maximum of eight (8) weeks.

9.02 When considering discharging or disciplining an employee due to unsatisfactory work performance, the Employer will duly state in writing, specifying the nature of the action before discharging the said employee. All discharges and disciplinary acts will be subject to

the Grievance and Arbitration procedures as specified in Article 8 of this Agreement, save and except discharge for dishonesty with Employer's funds or property, or falsification of employment records, or for any other major causes. Discharges shall be subject to just cause.

9.03 Failure to return to work at the expiry of an authorized leave of absence or sick leave, without reasonable justification deemed acceptable by the Employer, shall result in automatic termination of employment.

9.04 Except in extreme cases, discharge shall be preceded by documented record of warning(s) (written or oral) and/or suspension(s). After an employee has been both warned and suspended, the next step shall be discharge. This provision shall be subject to *Article 8 - Grievance and Arbitration*.

#### **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. The Article shall not be construed as prohibiting members respecting picket lines authorized not only by the Local Union, but also by the International Union concerned.

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

11.01 There shall be no discrimination on the basis of prohibited groups as defined by the Human Rights Code including gender expression and gender identity.

#### **ARTICLE 12 - PRACTICE PROVISION**

12.01 Both parties agree that the contents of this Agreement reflect the complete understanding between the parties and the extent of their commitments to each other.

Past practices, oral understandings and informal arrangements shall have no contractual status and their contingences or discontinuance shall not be subject to the Grievance and Arbitration procedure set forth in this Agreement.

Without limiting the foregoing, past practice shall not be changed without sixty (60) days written notice to the bargaining unit and the Union.

#### **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. 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 - WELFARE**

### **14.01 Pension Plan**

All employees to be covered by LIUNA Local Union District Council Pension Fund at current rate of contribution.

14.02 The Employer shall provide for each employee coming within the bargaining unit of this Agreement, welfare benefits which are provided for by the LIUNA Local 183 Members' Trust:

a) It is further agreed and understood that employees will adhere to the following schedule when absent due to illness:

i) The first five (5) working days lost to illness will be applied against the employees' accumulated sick leave;

ii) Should the illness continue, the next five (5) working days lost shall be paid by the Benefit Plan as per its policy;

iii) Following exhaustion of (i) and (ii) above, the employee will commence appropriate Employment Insurance disability benefits until expiration of same;

iv) If necessary, the employee will then commence Short Term Disability benefits as per the Benefit Plan Policy; and

v) If necessary, the employee will then commence Long Term Disability benefits as per the Benefit Plan Policy.

14.03 It is further understood that the Employer shall provide a Dental Plan as specified by the LIUNA Local 183 Members' Benefit Plan.

14.04 It is further understood that the Employer shall provide a Prepaid Legal Plan as specified by the LIUNA Local 183 Members' Benefit Plan.

## **ARTICLE 15 - TERMINATION**

15.01 Upon severance of employment due to permanent lay-off, the employee(s) affected will be entitled to severance pay in the amount equal to one (1) weeks' gross salary per year of completed service at his/her applicable salary during each completed year of service with the Employer.

15.02 Upon voluntary retirement only, employee(s) will be entitled to severance pay in the amount equal to one (1) weeks' gross salary per year of completed service for the periods of employment after May 1, 1993.

#### **ARTICLE 16 - SICK LEAVE**

16.01 The Employer agrees to allow one (1) day per month sick leave. It is further agreed that at the end of each calendar year, the employees upon written request to the Employer will be reimbursed up to six (6) sick days not used. No sick days can be carried forward beyond the calendar year in which they were accrued.

16.02 No sick leave credits described in Article 16.01, will be given to anyone on sick leave for over one (1) month. Vacation entitlement will accrue during sick leave to a maximum of one (1) month per year of service.

16.03 If an employee is sick and is absent from work for more than three (3) consecutive days, the Employer may require a certificate from a registered medical doctor stating that the employee has been under care and unable to carry out her/his duties and that absence from work is necessary.

16.04 If an employee is sick and is absent from work for more than thirty (30) consecutive days, the Employer may require a certificate from a registered medical doctor, chosen by the Employer, stating that the employee has been under care and unable to carry out her/his duties and that absence from work is necessary.

16.05 Employees to use vacation days to fund exhausted sick time credits.

#### **ARTICLE 17 - TEMPORARY HELP**

17.01 The Union agrees that temporary help and students shall be excluded from this Agreement other than the provisions specified in *Article 21 - Classifications and Wage Rates*.

17.02 Temporary full-time employee shall mean an employee engaged to fill a temporary vacancy created by the absence from the workplace of a regular member of the staff or to carry out short-term work. The temporary vacancy or short-term work may not exceed (14) months except upon mutual agreement of the parties.

17.03 If a temporary worker successfully posts into a permanent bargaining unit position, and upon completion of the probationary period, his or her seniority will be effective from date of hire.

17.04 It is further agreed that Union Dues in the amount specified by the Union shall be

deducted from the last pay cheque of employees as defined by this Article after a period of employment of at least thirty (30) days.

#### **ARTICLE 18 - MANAGEMENT RIGHTS**

18.01 The operation of the Employer and the direction of its employees will continue to be vested exclusively with the Employer subject only to the provisions of this Agreement.

#### **ARTICLE 19 - UNION DUES/CHECK OFFS**

19.01 The Employer agrees to deduct from the weekly pay cheques of the employees, union dues when applicable. Such deductions shall be remitted within fifteen (15) days of the following month for which deductions were made. Dues to be sent by cheque, payable as directed by Secretary-Treasurer of COPE Ontario. The dues remittance shall be accompanied by a list showing the names and addresses of the employees paying dues.

#### **ARTICLE 20 - HOURS OF WORK**

20.01 (a) There shall be three (3) shifts for employees employed as employees:

- i) 8:00 am to 4:00 pm;
- ii) 8:30 am to 4:30 pm;
- iii) 9:00 am to 5:00 pm;

These hours shall be in effect Monday to Thursday with one-half (½) hour lunch break between the hours of 12:00 pm and 1:30 pm and two (2) 15 minute breaks.

Friday, all employees will work from 8:30 am to 4:30 pm with one-half (½) hour lunch break and two (2) 15 minute breaks.

Scheduling of secretaries' shifts shall be at the sole discretion of the Supervisor.

Employees regularly working the 8:00 - 4:00 pm shift will work 8:00 - 4:00 pm on Fridays, unless the Employer determines that the needs of the Employer require such Employees to work 8:30 - 4:30 pm.

20.02 All time worked outside of the above specified provisions shall be considered overtime work and shall be paid for at the rate of time and one-half (1½). All time worked on Sundays shall be paid for at double the regular rate.

Piecework and Intake Office - Seniority date adjustment for:

Michelle Costa (August 27, 2001)

Paula Moreira (October 18, 2004)

R C W  
M S  
J A  
J C

## ARTICLE 21 - CLASSIFICATIONS AND WAGE RATES

21.01 Employees who have acquired one (1) years' seniority will receive the following weekly salaries as per attached Schedule "A".

(a) The starting weekly salary for new employees may be paid at a rate not more than one hundred dollars (\$100.00) less than the applicable classification. It is understood, however, that the Employer may adjust the starting salary to a higher rate and may also grant gradual additional salary increases. In any event, employees shall not receive more than the maximum salary as specified above. In any event, all new employees shall receive the maximum weekly salary of their applicable classification after completion of one (1) years' service.

(b) A Working Supervisor's salary is to be one hundred dollars (\$100.00) per week above the highest regular rate paid to the employees supervised.

21.02 It is further understood that an employee's duties and responsibilities are not limited to the functions specified in his/her classification.

21.03 Employees who are required to perform specific duties of a higher paid classification for a period of more than one (1) week, shall receive the appropriate rate for time spent performing such duties.

## ARTICLE 22 - JOB SHARING AND/OR PART-TIME EMPLOYEES

22.01 Two (2) employees may agree with the Employer to share one (1) job or one (1) employee may agree with the Employer to work part-time provided the net cost to the Employer remains the same. Such employees will receive benefits under this Agreement on a pro-rated basis.

The Employer will make contributions on behalf of said employees to the LIUNA, Local 183 Members' Trust on a pro-rated basis, provided the employee authorizes the deduction of the difference required for coverage.

## ARTICLE 23 - TERMINATION

23.01 This Agreement shall remain in affect for a period of three (3) years commencing the 1<sup>st</sup> day of July 2015, and expiring the 30<sup>th</sup> day of June 2018, and thereafter shall be automatically renewed from year to year, unless at least ninety (90) days prior to the termination of any yearly period either party shall service upon the other written notice of its desire to make a change therein, and specifying such changes.

Within fifteen (15) days of receipt of said notice, the parties shall meet to negotiate the renewal of this Agreement.

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures this 5th day of AUGUST, 2016.

On behalf of:

Canadian Office & Professional Employees  
Union, Local 343

LIUNA Local 183

## SCHEDULE "A"

	July 1, 2015	July 1, 2016	July 1, 2017
	2.5%	2.5%	2.5%
<b>SECRETARIES</b>			
Legal Assistant	\$ 1,294.94	\$ 1,327.32	\$ 1,360.50
Senior Secretary	\$ 1,182.81	\$ 1,212.38	\$ 1,242.69
Secretary/Coordinator	\$ 1,150.95	\$ 1,179.73	\$ 1,209.22
<b>ACCOUNTING/MEMBERSHIP/DATA PROCESSING/PIO</b>			
Supervisor	\$ 1,324.66	\$ 1,357.78	\$ 1,391.72
Senior Bookkeeper	\$ 1,291.49	\$ 1,323.78	\$ 1,356.87
Bookkeeper	\$ 1,150.95	\$ 1,179.73	\$ 1,209.22
Assistant Bookkeeper	\$ 1,041.35	\$ 1,067.38	\$ 1,094.07
Data Entry Clerk I	\$ 1,096.18	\$ 1,123.58	\$ 1,151.67
Data Entry Clerk II	\$ 952.89	\$ 976.71	\$ 1,001.13
General Clerk	\$ 932.18	\$ 955.48	\$ 979.37
<b>GENERAL OFFICE</b>			
Receptionist	\$ 932.18	\$ 955.48	\$ 979.37
Social Services Clerk I	\$ 1,210.81	\$ 1,241.08	\$ 1,272.11
Social Services Clerk II	\$ 1,150.95	\$ 1,179.73	\$ 1,209.22



## LETTER OF UNDERSTANDING #1

The Union recognizes that the Employer requires a full-time switchboard operator and that the hours for a new employee hired as a switchboard operator shall be 8:30 am to 5:00 pm, Monday through Thursday, and 8:30 am through 4:30 pm on Fridays, with one (1) hour for lunch and two (2) fifteen minute breaks each day.

The Employer may designate an employee to the position of switchboard on a temporary basis but not longer than three (3) months unless otherwise mutually agreed.

It is agreed that the current employees sharing the switchboard operators' duties and the temporary employee designated above shall be returned to their regular full-time duties without loss once the switchboard operator's position has been filled by a permanent employee or three (3) months have lapsed.

A second language of either Italian or Portuguese would be an asset when considering a new full-time employee for that position.

Further, the current employee who is designated by the Employer to fill the position temporary, shall be paid an additional two (2) hours pay, per week.

Signed and dated at Toronto this 5<sup>th</sup> day of August, 2016.

LIUNA Local 183

COPE 343

## LETTER OF UNDERSTANDING #2

LIUNA Local 183

- and -

Canadian Office & Professional Employees Union, Local 343

The Employer and the Union agree that from time to time it may be necessary to have Legal Secretaries and/or Legal Assistants available to work on Saturday and/or Sunday.

Saturday and Sunday work shall be voluntary. However, if fewer than the required number of Legal Secretaries and/or Legal Assistants volunteer, such Saturday and Sunday work may be assigned on a rotational basis.

The Employer shall advise the Legal Secretaries and/or Legal Assistants of the possibility of Saturday and/or Sunday work before 5:00 pm on Friday.

Legal Secretaries and/or Legal Assistants available and designated to work on Saturday and/or Sunday work shall be placed on standby and must be available to attend work, if necessary.

Legal Secretaries and/or Legal Assistants who are placed on standby for Saturday and/or Sunday work shall be paid two and one half (2½) at their regular rate of pay for each day they are on standby, regardless of whether they are required to attend work or not.

All time worked on Saturday and/or Sunday shall be paid for at time and half the regular rate/double time and shall be in addition to the standby pay.

Signed and dated at Toronto this 5<sup>th</sup> day of August, 2016.

LIUNA Local 183

COPE 343

## LETTER OF UNDERSTANDING #3

LIUNA Local 183

- and -

Canadian Office & Professional Employees Union, Local 343

**Article 14.01 - Employer Health Tax or  
Ontario Health Insurance Plan whichever is applicable.**

The Union agrees not to file a grievance under the Health Tax/Ontario Health Insurance Plan language that was in the prior Collective Agreement.

Signed and dated at Toronto this 5<sup>th</sup> day of August, 2016.

LIUNA Local 183 

COPE 343

## LETTER OF UNDERSTANDING #4

LIUNA Local 183

- and -

Canadian Office & Professional Employees Union, Local 343

The Parties agree that employees who have, as of July 11, 1976, an established severance pay trust account will continue to have such account, and all deposits for future severance pay will be made each year to such appropriate account. Such employees are also to be entitled to the interest that such severance pay account generates.

The parties agree to remove from Article 15 the paragraph which states: "Parties will develop a Memorandum of Settlement regarding those employees who began work prior to May 1, 1993.

Signed and dated at Toronto this 5<sup>th</sup> day of August, 2016.

LIUNA Local 183

COPE 343

## LETTER OF UNDERSTANDING #5

LIUNA Local 183

- and -

Canadian Office & Professional Employees Union, Local 343

The "Members Information Liasion" position will continue to be filled by Maria Nogueira without posting and, upon ratification, will be under the Collective Agreement at the rate of a Switchboard Operator with seniority and service dates of her date of hire of March 14, 2011.

Signed and dated at Toronto this 5<sup>th</sup> day of AUGUST, 2016.

LIUNA Local 183 

COPE 343

## LETTER OF UNDERSTANDING #6

LIUNA Local 183

- and -

Canadian Office & Professional Employees Union, Local 343

If a newly created position of Senior Legal Department Assistant is introduced, it will be an excluded position. The filling of this position will not create a layoff in the Legal Department, and not reduce the bargaining unit by layoff.

Signed and dated at Toronto this 5<sup>th</sup> day of August, 2016.

LIUNA Local 183

COPE 343

## LETTER OF UNDERSTANDING #7

LIUNA Local 183

- and -

Canadian Office & Professional Employees Union, Local 343

The Executive Secretary classification is deleted and a classification of Senior Secretary at the weekly rate of \$1,087.47 (pre 2012 increase) is introduced, recognizing the current and pending expansion of duties. Delores Cecchetto and Daniela Fragnelli are in that position effective on the date of ratification. Delores Cecchetto and Daniela Fragnelli will receive retroactivity on their former red-circled rate of \$1,065.47.

Signed and dated at Toronto this 5<sup>th</sup> day of August, 2016.

LIUNA Local 183

COPE 343

## LETTER OF UNDERSTANDING #8

LIUNA Local 183

- and -

Canadian Office & Professional Employees Union, Local 343

In order to deal with concerns over sick leave abuse and extensive absenteeism, it is agreed as follows:

1. An employee who claims to be sick or injured, but is not, will face termination as a specific penalty.
2. Where the Employer is concerned about an employee's intermittent use of sick days, the Employer may on an exception basis, require a medical doctor certificate for absences of three (3) days or less.
3. The employer may require a medical doctor certificate if an employee seeks to use vacations days under Article 16.05.

Signed and dated at Toronto this 5<sup>th</sup> day of August, 2016.

LIUNA Local 183

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