



**COLLECTIVE AGREEMENT**

- between -

**LABOURERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL 837**  
(hereinafter referred to as the "Employer")

- and -

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

**Expires April 30, 2020**

## **AGREEMENT**

**Between:**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 837**  
(hereinafter referred to as the "Employer")

- and -

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

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:**

### **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 must make application for membership in the Union on the same day on which they are hired, and shall be required to join the Union at the end of a thirty (30) day probationary period or sixty days (60) if and when an extension of thirty (30) days is requested by the Employer.

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

2.03 The Employer recognizes and will not interfere with the rights of the employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against employees because of membership in the Union.

2.04 The Employer shall deduct from each employee on a weekly basis the amount authorized as Union fees, dues and assessments and to remit said deduction to the Union along with a list of employees for whom such deductions were made on a monthly basis.

The above deductions shall be reported on the employee's T-4 slip at year's end.

### **ARTICLE 3 - SENIORITY**

3.01 Seniority shall be accumulated on the basis of length of service in any office of the Employer and shall be accorded to each employee at the completion of the probationary period, effective from the date of hiring.

- 3.02 In promotion and lay-offs, seniority shall be the only consideration where skill and ability are sufficient.
- 3.03 Seniority service records shall be considered broken when an employee voluntarily leaves the service of an Employer or is discharged for just cause.
- 3.04 The seniority status of an employee shall not be withheld if a leave of absence for legitimate personal reasons is granted, but shall be retained.
- 3.05 Employees on lay-off for less than 12 months would be recalled, if needed, in reverse order provided he or she is able to perform the work available.

**ARTICLE 4 - HOURS AND WAGES**

- 4.01 All employees shall be paid in accordance with Wage Schedule "A".
- 4.02 The work week shall constitute five (5) days at seven (7) hours each worked from Monday to Friday inclusive. All time worked over seven (7) hours in any day Monday to Friday shall be paid for at the rate of time and one-half (1½). All time worked on Saturday, Sunday, and Holidays shall be paid for at the rate of double time. The work day shall start at 8:30 am and end at 4:30 pm.

Effective September 4, 2018 the office hours for Cambridge will be 8:30 a.m. to 4:30 p.m. Monday to Friday.

Saturday shifts in the Hamilton office shall be rotated amongst Hamilton staff. Employees not wishing to participate in the rotation, may do so provided that another bargaining unit member is willing to take the shift. There shall be no repercussions from the employer, and the employee shall not be required to make up the day.

- 4.03 Employees shall be granted one (1) hour for lunch and a fifteen (15) minute rest period morning and afternoon.
  - a) Employees shall be granted an uninterrupted period of 60 minutes for lunch, such period to commence either at 12:00 pm or 1:00 pm.
  - b) Employees shall be granted two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon.
- 4.04 Lunch period of at least half hour is mandatory after working 5 hours.

**ARTICLE 5 - HOLIDAYS AND STATUTORY HOLIDAYS**

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

New Year's Day	Good Friday	Easter Monday	Victoria Day
Canada Day	Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	The Day After New Year's (January 2)	
Family Day			

and such other holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities. Overtime shall be paid at the rate of double the employee's regular rate for work performed on such holidays. 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.

The offices shall be closed on Easter Monday.

In the event the employer determines to open the office on January 2<sup>nd</sup>, the employer may schedule two employees, in reverse order of seniority on a rotating basis to cover this. Employees assigned to cover the office on January 2<sup>nd</sup> shall be paid in accordance with the collective agreement OR receive another day off with pay. Employees not wishing to participate in the rotation, may do so provided that another bargaining unit member is willing to take the shift. There shall be no repercussions from the employer, and the employee shall not be required to make up the day.

## **ARTICLE 6 - VACATION**

6.01 The Employer agrees that all employees covered by this Agreement shall receive their vacation as follows:

Six months to one year.....One week  
One year to two years.....Two weeks  
Two years to five years.....Three weeks  
Five years to ten years.....Four weeks  
Ten years to twenty years.....Five weeks  
Twenty years or over.....Six weeks

6.02 After consulting with management, employees shall be given an opportunity to take their vacation in consecutive weeks if they so desire.

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

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

7.01 The duly authorized representatives of both parties shall meet on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or breach of this Agreement.

7.02 If any such difference or dispute shall arise between the parties, the duly authorized representatives of the respective parties shall first attempt to adjust the same.

7.03 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 agreed upon by the parties. The decision of the Arbitrator shall be final and binding upon the parties hereto. 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.

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

8.01 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 9 - SICK LEAVE, MATERNITY AND SICK BENEFITS**

9.01 Employees to have the right to one (1) day off per month for illness, with the exception of leaves wherein statutory, federal or provincial, legislation prohibit such from occurring. Any unused sick days will be paid to employees at the end of the calendar year or may be accumulated and taken in the following year as vacation time.

Conversion of unused sick leave to vacation leave shall be capped at five (5) days. Unused days in excess of five (5) days shall be paid out to the employee.

9.02 (a) Employees shall be entitled to fifty-two (52) weeks of parental leave in the case of the birth or adoption of a child. Seniority shall be retained and will continue to accumulate during such leave.

(b) It is agreed that the Employer shall top up any E.I. Maternity/Parental leave benefit employees are receiving. The top up shall be equal to twenty-five percent (25%) of the employee's E.I. Benefit.

9.03 If the employee is not able to return to work after the initial fifteen (15) weeks for health reasons, than the employee shall be entitled to collect sick benefits from LIUNA Local 837 Benefits Plan.

## **ARTICLE 10 - RIGHTS AND PRIVILEGES**

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

## **ARTICLE 11 - HEALTH AND SANITATION**

11.01 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 regards and also any other suggestions for improvements in conditions of work.

## **ARTICLE 12 - BENEFITS PLAN & PENSION**

12.01 It is agreed and understood that the Employer agrees to contribute the maximum allowed contributions to the LIUNA Local Union and District Council Pension Fund.

It is also understood that the Employer agrees to contribute the maximum allowed contribution to the Labourers' Pension Fund of Central and Eastern Canada. In the event that the maximum contribution increases then the Employer agrees to increase the contribution to the revised pension rate up to \$2.12 per hour worked.

If the maximum contribution decreases the difference will be passed on to the employees in the form of cash or RRSP's calculated at a rate of \$2.12 per hour up to 1200 hours. If the rate increases it is agreed that this difference shall be deducted from the money being set aside for that year's RRSPs contribution.

For any employee hired after May 1, 2002, this section will not apply.

- 12.02 The Employer agrees to give full coverage to employees under the Local 837 Benefit Plan, as in the ICI Sector.
- 12.03 The Employer agrees to provide employees with two (2) years of full (active) benefits upon retirement. Thereafter the employer agrees to give employees the same benefit package a Local 837 retired members receive.
- a) Commencing April 30, 2014, the Employer agrees to finance a retiree benefit plan equal to the current plan provided to its Local 837 Retirees, and wave premium associated with plan.
  - b) Providing the employee retiring has 25 years of service.

### **ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 Any employee required to attend or serve on a jury, or attend as a witness in any court of justice, coroner's jury, Board of Arbitration, Board of Conciliation, or to attend to any inquiry authorized by law, or where required by law to attend as a witness, shall be granted leave with no loss of pay, to fulfill such duties, and such time shall not be deduct from any leave entitlement.
- 13.02 Employees will be granted three (3) days with regular pay in the case of family bereavement. Such time may be extended by mutual agreement.
- 13.03 Employees will be granted reasonable time off with pay for union duties during working hours to maximum of two (2) employees, for negotiation or administration of this agreement.
- 13.04 The Employer may grant a leave of absence for a period of up to one (1) month to any employee having less than one (1) year's seniority. Any employee having more than one (1) year's seniority shall be granted a leave up of to one (1) year. Requests for leave will be made in writing and confirmation of the leave, if granted, will be provided in writing.

Seniority will be retained and shall continue to accumulate during any such leave. Employees absent on such leave in excess of thirty (30) days shall have their vacation entitlement pro-rated accordingly. Leaves may extend beyond one (1) year, by mutual agreement, but seniority shall not accumulate beyond one year.

- 13.05 Leave of absence without pay and with continuing seniority shall be granted in the event an employee is delegated to attend a Convention or conference on behalf of their organization. Upon written request from the employee, this would be on the basis of a leave of absence for one (1) employee at a time.

#### **ARTICLE 14 - SEVERANCE**

- 14.01 Employees with more than one (1) years' service who are discharged, laid off, or leave voluntarily shall receive severance pay for each day of employment calculated at the rate of two (2) weeks' pay per employment year plus investment returns. Monies to be paid into a special trust fund on a yearly basis. Also the Employer agrees to supply the individual employee with his or her year to date total amount, if requested.

#### **ARTICLE 15 - DISCHARGE AND DISCIPLINARY ACTION**

- 15.01 The Employer shall not discipline an employee without prior warning unless the circumstance justify immediate discharge.
- 15.02 The Employer shall not impose disciplinary penalties which are unreasonable or unjust.
- 15.03 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, except for reduction in staff the Employer shall not discharge an employee unless the work has proven unsatisfactory.
- 15.04 When considering discharging an employee, the Employer shall discuss thoroughly with the employee the reasons for which he is considering the discharge. If at the end of one (1) month from the date of this discussion the employee's work is still unsatisfactory, the Employer may give the employee notice of discharge.
- 15.05 The Employer shall notify the Union before discharging any employee.
- 15.06 Employees who have passed the probationary period as outlined in Article 2 shall be given a minimum of two (2) weeks' notice of discharge.

#### **ARTICLE 16 - VACANCIES**

- 16.01 All jobs or vacancies shall be posted for a minimum of 7 business days prior to that job or vacancy being filled. The job posting shall include the wage rate, the start date and requirements. Any subsequent vacancies created by the filling of the initial vacancy shall be filled in accordance with Article 3.02.

#### **ARTICLE 17 - MANAGEMENT RIGHTS**

- 17.01 The Employer shall have the exclusive functioning option to conduct its business in all respects in accordance with its commitments and responsibilities including the right to:
- (a) manage, locate, extend, schedule, curtail or cease operations;

- (b) determine the number of workers required for any or all operations, assess the qualifications of employees, assign or reassign work loads of employees, determine and evaluate the content and functions of all jobs and classifications, revise work assignments at any time and maintain an efficient mobile work force;
- (c) determine the types and placement of office equipment and introduce new or improved systems and equipment;
- (d) hire, classify, promote, transfer and lay-off employees and to discharge, demote or suspend employees for just cause;
- (e) establish, revise from time to time and enforce rules of conduct and procedure for its employees, maintain order, discipline and efficiency.

The above are subject to the provisions of the Agreement. It is agreed that these functions shall not be exercised in a manner inconsistent with the provisions and intent of this Agreement.

**ARTICLE 18 - DURATION**

18.01 This Agreement shall remain in effect for a period of three (3) years commencing the 1<sup>st</sup> day of May 2017, and expiring April 30, 2020, and thereafter shall be automatically renewed from year to year, unless at least ninety (90) days prior to the termination period either party shall service upon the other written notice of its desire to make a change therein and specifying such change.

**DATED** at Hamilton this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signed on behalf of:

Labourers International Union of  
North America, Local 837

Canadian Office and Professional  
Employees Union, Local 343

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# SCHEDULE "A" WAGES

<u>Classification</u>	<b>May 1, 2017</b>	<b>Effective and Retroactive</b>	
		<u>May 1, 2018</u>	<u>May 1, 2019</u>
Administrative Assistant		\$1,386.54	\$1,428.14
Data and Claim Processor	\$1,044.51	\$1,327.12	\$1,366.93
Receptionist	\$841.31	\$990.39	\$1,020.10

Employees on the payroll on April 30, 2018 shall receive a Signing Bonus of \$12,000.00.

New employees hired shall start at 0-6 months 80%, 6-12 months 90% and 100% after 12 months.

# LETTER OF UNDERSTANDING #1

The Employer agrees there will be no lay-offs during the term of the Agreement as a result of contracting out.

It is agreed this Letter of Understanding is part of the Agreement, and subject to the grievance procedure.

SIGNED at Hamilton this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

On behalf of:

Labourers International Union of  
North America, Local 837

Canadian Office and Professional  
Employees Union, Local 343

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# LETTER OF UNDERSTANDING #2

As a result of the merger of Local 1081 with Local 837, Cecilia and Doreen shall be entitled to years of service for benefits and vacation based on their start date with Local 1081. Seniority shall be effective on the date of merger of Local 1081 with Local 837.

SIGNED at Hamilton this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Labourers International Union of  
North America, Local 837

Canadian Office and Professional  
Employees Union, Local 343

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