

# **COLLECTIVE AGREEMENT**

- Between -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
ONTARIO PROVINCIAL DISTRICT COUNCIL**  
(hereinafter referred to as the "Employer")

- and -

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

**July 1, 2015 to June 30, 2018**

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_

Between:

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO PROVINCIAL  
DISTRICT COUNCIL  
(hereinafter referred to as the "Employer")**

- and -

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

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**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 full-time, part-time and temporary office employees.

**ARTICLE 2 - UNION SECURITY**

2.01 All employees to whom this Agreement applies shall be required to join the Union after serving a probationary period of ninety (90) days. When interviewing job applicants, the Employer will inform them of this requirement.

2.02 All employees to whom this Agreement applies shall be members in good standing of the Union during the term of this Agreement, as a condition of employment, save and except 2.01 above.

2.03 All employees to whom this Agreement applies, who are not members of the Union, shall become members of the Union after serving the probationary period, and shall remain members in good standing in the Union during the term of this Agreement as a condition of employment.

2.04 The Employer agrees to deduct from the pay cheque of the employee coming within the bargaining unit, regular Union dues and initiation fees when applicable, on the last pay period of each calendar month. The initiation fee is ten dollars (\$10.00). Dues for those members working up to and including twenty-four (24) hours per week shall be deducted one point five percent (1.5%) of gross monthly earnings and the minimum rate shall be ten dollars (\$10.00) per month. Dues for those members working in excess of twenty-four (24) hours per week shall be deducted one point five percent (1.5%) of gross monthly earnings and the minimum rate shall be twenty dollars (\$20.00) per month. Gross monthly earnings are defined as all hours

worked, overtime, retroactive pay, vacations, paid sick leave, top up of SUB plan, awards pertaining to pay won through grievances or arbitrations (relating to salary compensation). Benefits such as pension, RRSP's, Health Care and other Taxable Benefits such as bonuses are excluded from the dues structure.

The Employer further agrees to remit said deductions within fifteen (15) days of the following month for which deductions were made, to the Secretary-Treasurer of the Union.

### **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 effective from the first day of employment.

3.02 During the term of the ninety (90) days probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Employees of employees may be terminated at any time during this period of ninety (90) 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. In the case of promotion employees must have the necessary qualifications as per the job description in the Collective Agreement. The recall provision shall apply on the following basis: the limit to recall laid-off employees will be six (6) months for up to two (2) years' service, and one (1) year over two (2) years' service.

3.04 In the event of a demotion as a result of a bump-back, an employee so demoted shall receive the maximum salary of the lower position.

3.05 The seniority status of an employee who is granted leave of absence shall be retained and shall continue to accumulate.

### **ARTICLE 4 - PROMOTIONS AND DEMOTIONS**

4.01 Promotion is hereby defined as a move from a lower labour grade to a higher labour grade. It is the intention of the Employer to fill job vacancies where possible from within the organization before hiring new employees, providing employees are available with the necessary qualifications, as per job description in the Collective Agreement to fill the vacant position.

4.02 Notice of all job vacancies shall be posted on the bulletin board of the Employer. This notice will remain on the bulletin board for three (3) working days and will include job title, labour grade, and a brief description and necessary skills. Only those employees who make applications during this three (3) day period will be considered.

4.03 Promotions shall be made on the basis of seniority and qualifications. In the event two (2) or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee who is promoted to a higher position shall receive the minimum of the new job classification. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days.

**ARTICLE 5 - HOURS OF WORK AND OVERTIME**

5.01 Seven (7) hours shall constitute one (1) full day's work; thirty-five (35) hours shall constitute one (1) full week's work, Monday through Friday inclusive, 9:00 a.m. to 4:30 p.m., or as mutually agreed upon.

5.02 Employees required by proper authority to work beyond the hours as set forth in 5.01 shall be paid time and one-half (1½).

5.03 Employees required by proper authority to work on any of the holidays set forth in Article 8.01 or on Saturday or Sunday, shall be paid at double time.

5.04 Employees required to work overtime a minimum of three (3) hours beyond the scheduled quitting time, shall be given a meal allowance of five dollars (\$5.00).

5.05 Employees called to work on a day which is not a regularly scheduled day, shall receive a minimum of four (4) hours pay at the appropriate premium rate.

5.06 Employees shall be granted a coffee break both morning and afternoon without loss of pay.

5.07 If employees are required to work overtime a minimum of six (6) hours beyond the scheduled quitting time, they shall be given a taxi allowance to their place of residence on the production of a voucher or receipt for the cost of other transportation to same.

**ARTICLE 6 - WAGES AND CLASSIFICATIONS**

6.01

Name	July 1, 2015	July 1, 2016	July 1, 2017
Executive Secretary	\$1,241.97	\$1,273.02	\$1,304.85
Accounting Administrative	\$1,218.13	\$1,248.58	\$1,279.80
Secretary	\$1,174.55	\$1,203.91	\$1,234.01
Receptionist/Clerk Typist	\$1,129.03	\$1,157.25	\$1,186.18
Student Rate	\$704.50	\$722.12	\$740.17
Part-time Rate	\$30.87	\$31.64	\$32.44

6.02 Notwithstanding any other provision of this Agreement, for the three (3) months new employees will not be entitled to welfare contributions but will be entitled to pension.

6.03 Students may be employed throughout the year during school vacation periods and the students shall be payable without deductions as Article 6.02 for the entire period of employment.

6.04 It is also understood that temporary help or summer students working for the Employer for more than five (5) months will not be considered temporary help or summer students. 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.

6.05 The following is a description of the functions applicable to the Executive Secretary and Bookkeeper classifications. It is further understood that the employee's duties and responsibilities are not limited to the specific functions outlined in this Article.

6.06 It is further agreed and understood that employees coming within the terms of this Agreement shall be paid on a weekly basis every Thursday.

## ARTICLE 7 - VACATIONS

7.01 Paid vacations shall be accorded to employees as follows:

- (i) Over six (6) months' service but less than one (1) years' service: Two (2) weeks holiday with pay
- (ii) Over one (1) years' service but less than five (5) years' service: Three (3) weeks holiday per year with pay
- (iii) Over five (5) years' service but less than fifteen (15) years' service: Four (4) weeks holiday per year with pay
- (iv) Over fifteen (15) years' service: Five (5) weeks holiday per year with pay

7.02 Vacations must be taken within twelve (12) months' of the end of the year in which the vacation credit is earned. Vacations that are not taken within the aforesaid period shall be forfeited unless otherwise confirmed in writing.

7.03 Each employee shall be given the opportunity to take his/her vacation in consecutive weeks if he or she so desire, at a time mutually agreed by the parties.

7.04 When a recognized holiday, as in Article 8 - Paid Holidays falls within an employee's vacation period, such holidays will be counted as vacation and another day off shall be granted, or the date of return shall be on a full day later, or the vacation shall commence on a

day earlier, as arranged with the Employer.

7.05 Employees shall be entitled to take one (1) weeks' vacation in single days, if so desired, by mutual agreement.

7.06 Employees may receive their holiday pay in advance of their vacation upon request.

7.07 Vacations shall be pro-rated for employees on an unpaid leave of absence in excess of three (3) months.

7.08 Employees may cash up to fifty percent (50%) of their vacation entitlement by mutual agreement.

#### **ARTICLE 8 - PAID HOLIDAYS**

8.01 Employees will be paid for the following holidays at straight time rates:

New Year's Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	
Victoria Day	Thanksgiving Day	

Note: Employees are to finish work at 12:30 p.m. Christmas Eve Day and New Year's Eve Day.

8.02 Pay for work performed on such holidays shall be at double the employee's regular rate.

8.03 If such holidays fall on days which are not regular working days, the immediate preceding day or first working day thereafter shall be considered the holiday, or as mutually agreed upon.

#### **ARTICLE 9 - SICK LEAVE**

9.01 Employees shall be entitled to twelve (12) working days of sick leave with pay per year, to accumulate from year to year to a maximum of thirty (30) days. Accumulated days shall be used to offset the waiting period for the weekly indemnity plan. Employees may once annually request reimbursement of any unused sick leave which will be calculated on their gross base weekly earnings.

9.02 In special cases, longer periods of sick leave with pay may be arranged by mutual consent.

9.03 Sick leave may be used only in the event of sickness or accident and the Employer may, at his or her discretion, require production of a medical certificate.

For absences of more than two weeks, the Employer may require a medical certificate from a specialist, in which case, the employee will be referred to a specialist, in the appropriate field. The specialist shall be selected by the employee's personal physician and a physician appointed by the employer.

9.04 New employees are not entitled to this benefit until the full probationary period of ninety (90) days is complete. Upon successful completion of the probationary period, employees will be credited the accumulated days which will be retroactive from the date of employment upon the Employer's discretion.

#### **ARTICLE 10 - SEVERANCE PAY**

10.01 Employees with more than one (1) years' service who are permanently laid off or voluntarily resigns her/his employment shall receive severance pay calculated at the regular rate of pay at the time of cessation of employment at the rate of one (1) week pay per year of service.

All seniority rights will cease on cessation of employment. Severance pay shall not be paid to an employee who is discharged for cause.

#### **ARTICLE 11 - WELFARE AND PENSION**

11.01 Pension: New "full-time" employees:

The Employer shall make pension contributions to the LIUNA Staff and Affiliates Pension Fund on behalf of all staff in accordance with the LIUNA Constitution.

##### **11.02 Welfare**

The Employer shall pay welfare on behalf of all employees into the Labourer's International Union of North America Multi-Local Welfare Trust Fund of Ontario.

Notwithstanding the provision of Article 9.01 above, it is further agreed and understood that the employee shall only be paid for the difference between weekly indemnity benefits, when in effect, and his/her regular salary, until the expiration of the sick days' accumulation.

11.03 As per Article 11.02 above, should the employee choose welfare payments be made to a different welfare plan than Multi-Local Welfare Trust Fund, then the benefits provided shall be equal or better.

11.04 Welfare and pension is not applicable to student and/or part-time staff.

11.05 Welfare hours will be remitted based on thirty-five (35) hours per week to a maximum of one thousand, eight hundred and twenty (1820) hours per year.



## **ARTICLE 12 - LEAVE OF ABSENCE WITH PAY**

12.01 Any employees required to attend or serve on a jury, or attend as a witness in a Court of Justice, or Coroner's Jury, Board of Arbitration, Board of Conciliation, or to attend any inquiry authorized by Law, or where required by Law to attend as a witness, shall not have a deduction made from any leave entitlement.

12.02 Employees will be granted three (3) days' leave with regular pay in the case of family bereavement; such time may be extended by mutual agreement. Bereavement pay is applicable only to: spouse, son, daughter, mother, father, mother-in-law, father-in-law, grandmother, grandfather, brother, sister, grandchildren.

12.03 Employees will be granted reasonable time off for Union duties.

12.04 Employees wishing to attend religious services of their faith, or wishing to obtain time off work for the observance of a religious holiday may, do so by mutual agreement with the Employer.

## **ARTICLE 13 - MATERNITY LEAVE**

13.01 Employees with 3 months service are entitled to a one year as per the legislation leave of absence for cases of maternity.

- a) Employees will receive no salary for the first two (2) weeks of the leave.
- b) Employees will receive a lump sum payment equivalent to ninety-three (93%) of two (2) weeks' salary.
- c) Employees will receive the difference between the ninety-three (93%) of salary and the EI 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.

Part-time employees will not be entitled to the above payments.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION**

14.01 If an employee has a grievance or dispute with the Employer, the Parties agree to the following procedure:

**Step One:** The aggrieved employee shall bring the matter to the attention of the OPDC Business Manager within five (5) working days of the occurrence. If the matter is not resolved within ten (10) working days of their discussion, the grievance may proceed to step two.

**Step Two:** A union business agent shall reduce the grievance to writing and send it to the OPDC Business Manager within five (5) working days. The OPDC Business Manager, or his designate, and the union business agent shall communicate with a reasonable period of time, which will not exceed fourteen (14) calendar days, to resolve the grievance. Should there be no agreement after fourteen (14) calendar days the grievance may be referred to arbitration.

14.02 If the Union opts to refer a grievance to arbitration, it shall serve the employer with written notice of intent to proceed to arbitration and name a suggested arbitrator in said notice. The Employer shall respond with ten (10) working days, either by agreeing to the Union's suggested arbitrator or by suggesting alternative arbitrators. If the parties cannot agree on an arbitrators within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single arbitrator.

14.03 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. If the parties cannot agree on an Arbitrator, the Minister of Labour for the Province of Ontario shall be asked to make the appointment.

14.04 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.

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

14.06 Any grievance that has not been processed within the time limits set out in this article, or within such time limits agreed to by the Parties in writing, shall be deemed to be abandoned and may not be reopened.

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

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

15.02 The Employer shall have the right to impose disciplinary penalties which are reasonable or just.

15.03 In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonable, the claim shall be subject to the Grievance and Arbitration procedure provided in Article 6.

15.04 Except for reductions in staff, the Employer will not discharge an employee unless the work has proven unsatisfactory. In the event of layoff, an employee shall receive one (1) week's pay at his/her regular rate (or notice as per the applicable legislation).

15.05 The Employer will notify the Union of its intention to discharge an employee.

15.06 Any absence not used for the purpose for which it was granted shall be just cause for discharge.

#### **ARTICLE 16 - UNION LABEL**

16.01 All typewritten work in the office of the Employer will bear the COPEU - Local 343 Union label if such work was performed by a member of the Union.

#### **ARTICLE 17 - DISCRIMINATION**

17.01 The Employer agrees that there shall be no discrimination by the Employer against any employee or group of employees because of membership in the Union. Employees shall not be subject to prejudice or discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability in regard to hiring, promoting, demoting, layoffs, dismissals, rates of pay or other terms or conditions of employment.

#### **ARTICLE 18 - HEALTH AND SANITATION**

18.01 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 suggestion for improvements in conditions of work.

#### **ARTICLE 19 - TECHNOLOGICAL CLAUSE**

19.01 In the event of proposed technological changes, such as the introduction of office machinery which may displace an employee, the Employer agrees to offer any employment created by such changes to his present employees, wherever possible, before hiring additional staff.

19.02 The Employer also agrees to institute a training program for those employees who wish to accept employment in these new positions.

19.02 Employer also agrees to reimburse employees for tuition fees and materials required to upgrade skills and qualifications outlined in Article 6 of this Agreement that will benefit both the employee and the Employer.

## **ARTICLE 20 - SUCCESSORS**

20.01 In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise, or by any other means, enter into an Agreement with another Union or individual which Agreement, in whole or part, affects the existing appropriate collective bargaining unit, then such successor Union or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any Union or individual with it seeks to make such an Agreement as aforementioned.

## **ARTICLE 21- ZIPPER PROVISION**

21.02 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 continuance or discontinues shall not be subject to the Grievance/Arbitration procedure as set forth in this Agreement.

## **ARTICLE 22 - NO STRIKES, NO LOCKOUTS**

22.01 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.

## **ARTICLE 23 - MANAGEMENT RIGHTS**

23.01 The Union recognizes the right of the Employer to operate and manage its business in all respects.

23.02 The right to hire, manage the work force and to maintain order and efficiency is the exclusive responsibility of Management, provided there is no conflict with the terms of this Agreement.

23.03 The right to promote and discipline or discharge for cause are likewise the responsibility of Management, provided that claims of discriminatory promotions and of unjust discipline or discharge shall be subject to the grievance procedure.

23.04 Management has the right to make and implement reasonable rules. Any changes in such rules made by Management shall not be in conflict or inconsistent with the provisions of this Agreement.

## **ARTICLE 24 - MILEAGE**

24.01 Employees who are requested to use their personal vehicles for work shall receive a per kilometer allowance of .55 cents per kilometer traveled. (this does not include the commute

to work or return home from work.

**ARTICLE 25 - TERMINATION**

25.01 This Agreement shall come into effect on July 1, 2015 and shall remain in force until June 30, 2018, and shall be automatically renewed from year to year unless either party, not less than thirty (30) days prior to an expiry date, gives written notice of revision or termination of this Agreement.

25.02 Negotiations shall begin within ten (10) days following the receipt of such notice, and during the period of such negotiations, this Agreement shall remain in full force.

DATED this 8<sup>th</sup> day of September, 2016

SIGNED ON BEHALF OF:

On behalf of the ~~Employer~~:

On behalf of the Union:

cope343

**LETTER OF UNDERSTANDING**

Between

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

(the "Employer")

-and-

**CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION,  
LOCAL 343**

(the "Union")

**Re: Red Circled Salaries**

1. The parties agree that the following employees' salaries shall be red-circled.
2. These employees shall receive an increase of 2.5% per year as follows:

Name	July 1, 2014	July 1, 2015	July 1, 2016	July 1, 2017
	\$ 1,238.42	\$1,269.38	\$1,301.12	\$1,333.64
	\$ 1,238.42	\$1,269.38	\$1,301.12	\$1,333.64
	\$ 1,238.42	\$1,269.38	\$1,301.12	\$1,333.64

3. This Letter of Understanding is attached to and forms part of the Collective Agreement and may be renewed by the parties at the expiry of the Collective Agreement.

Signed at Oakville, Ontario this 17<sup>th</sup> day of November, 2015

On behalf of the Employer:

On behalf of the Union:

\_\_\_\_\_  
Luigi Carozzi

\_\_\_\_\_  
Mary Stalteri for COPE

\_\_\_\_\_  
Carmen Principato