

# **COLLECTIVE AGREEMENT**

- between -

**PROVINCIAL BUILDING AND CONSTRUCTION TRADES  
COUNCIL OF ONTARIO (AFL-CIO)**  
(hereinafter referred to as "Employer")

- and -

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

May 1, 2016 to April 30, 2019

BETWEEN  
PROVINCIAL BUILDING AND CONSTRUCTION TRADES COUNCIL OF ONTARIO  
(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 office employees.

**ARTICLE 2 - UNION SECURITY**

2.01 Any person hereafter employed shall be required to join the Union immediately. All present employees who are members of the Union as of this Agreement, or who subsequently become members, shall remain members in good standing in the Union during the term of this Agreement. All employees who are not members of the Union shall become members of the Union as of the effective date of this Agreement and shall remain members in good standing in the Union during the term of this Agreement.

2.02 The Employer agrees to deduct from the first pay of each month the money union dues of any employee covered by this Agreement and to forward monies so deducted to the Union not later than the tenth day of the month following such deduction.

**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 of sixty (60) calendar days, effective from the date of hiring.

3.02 In promotions and layoffs, seniority shall be the only consideration where the employee's ability is sufficient to perform the work required.

3.03 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for cause. The seniority status of an employee who is laid off or granted leave of absence shall be retained.

## ARTICLE 4 - WAGES

4.01 The schedule of weekly wages shall be the following:

Effective May 1, 2016 to April 30, 2017 (2.75% increase) - \$967.25/wk. (\$26.87/hr)

Effective May 1, 2017 to April 30, 2018 (2.75% increase) - \$993.85/wk. (\$27.61/hr)

Effective May 1, 2018 to April 30, 2019 (2.75% increase) - \$1,021.18/wk. (\$28.37/hr)

4.02 A permanent, part-time employee shall be paid the proportion of the above rates that her/his work week bears to the regular work week.

4.03 If an employee is hired in a new classification, the rates for such classification shall be negotiated and mutually agreed upon by the parties.

## ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 The work week shall consist of seven and one-half (7½) hours Monday through Thursday (8:30am - 4:30pm) and six (6) hours on Friday (8:30am - 3:00pm).

The Business Manager may adjust hours of work if necessary, but all regular hours of work will be consecutive and fall between 8:00am and 6:00pm.

5.02 Employees in the classification of Office Administrator shall be granted one half hour unpaid lunch break daily and a ten (10) minute paid rest period morning and afternoon.

5.03 All time worked in excess of regular hours of work, Monday to Thursday or all time worked on Saturday, at the request of the Employer, shall be paid for at the rate of time and one half the regular rate. All time worked on Sunday or on a paid holiday, at the request of the Employer, shall be paid at the rate of two times the regular rate.

5.04 Employees shall be reimbursed in full for accommodation, meal and transportation expenses incurred as a result of being required to work out-of-town.

## ARTICLE 6 - PAID HOLIDAYS

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

New Year's Day	Good Friday	April 28th Day of Mourning	Christmas Day
Victoria Day	Canada Day	Civic Holiday	Boxing Day
Labour Day	Thanksgiving Day	Christmas Eve	

And any other holidays as proclaimed by Federal, Provincial or Municipal governments.

6.02 If a paid holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday.

## **ARTICLE 7 - VACATIONS**

7.01 Vacation credits shall be calculated on the anniversary date of hire.

7.02 Upon commencement of employment, two (2) weeks vacation with full pay.  
Upon completion of one (1) year service, three (3) weeks' vacation with full pay.  
Upon completion of five (5) year service, four (4) weeks' vacation with full pay.  
Upon completion of ten (10) year service, five (5) weeks' vacation with full pay.

7.03 Employee shall be given an opportunity, by mutual consent, to take their vacation in consecutive weeks. Vacation time will not be unreasonably denied.

7.04 When a paid holiday falls within an employee's vacation period, such holiday will not be counted as vacation, and another day off will be granted in lieu of, or the date of return may be one full day later or the vacation may begin one day earlier, as arranged with the Employer.

7.05 Vacations may not be accumulated. Unused vacations will be forfeited unless other arrangements, mutually agreed on in writing, are arrived at before the end of the vacation calendar year. The Employer will try to be as accommodating on all requests as reasonably possible.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

8.01 The duly authorized representatives of both parties shall meet at the request of either party to discuss any grievance which may arise with regard to the meaning, interpretation, application or breach of this Agreement. These representatives shall attempt to resolve the grievance.

8.02 If the representatives of the parties are unable to agree on any such question within two (2) weeks, it shall be submitted to a single arbitrator. The decision of this arbitrator shall be final and binding upon the parties hereto.

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

9.01 Except for reductions in staff or other justifiable reason, the employer shall not discharge or discipline an employee unless his/her work has proven unsatisfactory.

9.02 When considering discharging any employee, the Employer shall first discuss thoroughly with the employee the reason for which he/she is considering the discharge. If at the end of one (1) month from date of this discussion the employee's work is still unsatisfactory, the Employer

may give notice of discharge.

9.03 Employees with more than (60) sixty calendar days' service shall be given a minimum of two weeks' notice of discharge or pay in lieu of.

9.04 When an employee is discharged for gross misconduct, dismissal shall be instantaneous and severance pay shall not be paid.

#### **ARTICLE 10 - SICK LEAVE**

10.01 Employees shall be entitled to one half (½) day per month paid sick leave, accumulated to a maximum of three (3) days per calendar year. Accumulated sick leave may not be carried over to the next calendar year.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

11.01 The employer shall grant leave of absence without wages and benefit premiums but without loss of seniority not to exceed three (3) months for other than union activity leave. Request for such leave of absence must be given in writing to the Employer two (2) months in advance and the Employer's answer must be in writing prior to the requested date. This leave to be mutually agreed upon by the Employer and the employee and will not be given to employees with less than two (2) years' experience.

11.02 Employees required to be absent for the following reasons will be considered excused and will not suffer loss in pay for a reasonable period of time provided the absence is bona fide.

(a) **Bereavement Pay**

Should a bereavement occur in any employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, grand-child, daughter-in-law and son-in-law) the employee shall be granted such time off from work with pay as is reasonable under the circumstances up to a maximum of (3) days.

Such time may be extended by mutual agreement. When it is requested, the employee will furnish satisfactory evidence for such extended leave of absence.

(b) **Jury Duty Pay**

An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would otherwise have been at work. He/she shall receive the difference between his jury fees and his normal days' pay for that time he/she would have been regularly employed. The claim of an employee shall be verified by presentation of his/her jury duty cheque.

(c) The Employer may grant leave of absence, with pay, for absences due to personal reasons, such absences to be arranged by mutual agreement.

11.03 The Employer will grant a leave of absence without pay, not to exceed six (6) months in the event of the pregnancy of any employee. Employees receiving such maternity leave will retain seniority during such leave.

#### **ARTICLE 12 - NO STRIKES OR LOCK-OUTS**

12.01 There shall be no strikes on the part of the Union or lock-outs on the part of the Employer during the lifetime of this Agreement.

#### **ARTICLE 13 - DISCRIMINATION**

13.01 There shall be no discrimination on the basis of sex, national or racial origin, nationality, colour or religion in regard to hiring, promotions, demotions, layoffs, dismissals, rates of pay or other terms or conditions of employment.

#### **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. The Union may from time to time bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.

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

15.01 All typewritten or duplicated work produced in the office of the Employer will bear the Local 343, COPE label, if done by a member of the Union.

#### **ARTICLE 16 - RIGHTS AND PRIVILEGES**

16.01 Any rights and privileges at present enjoyed by employees or mutually agree upon hereafter, shall remain unchanged during the lifetime of this Agreement unless otherwise stipulated.

#### **ARTICLE 17 - WELFARE**

17.01 The Employer shall pay the full cost of the Ontario Health Premiums for single or family coverage of each employee.

Should the payment of O.H.I.P. premiums made by the Employer on behalf of the employees' be stopped or payment methods modified by Provincial or Federal legislation, the current Employers premiums will be first applied against any modified payment plan.

17.02 The Employer agrees to pay eight percent (8%) of the employees' monthly wages into a Registered Retirement Savings Plan. The employee shall direct the vehicle for investment.

17.03 The Employer agrees to pay full coverage for Canadian Benefit Claims Service, (Prescription, Dental, Semi-private, Eyeglasses, Disability and Life Insurance).

17.04 If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of savings shall be used to increase benefits available to the employee, *as may* be mutually agreed between the parties.

#### **ARTICLE 18 - SEVERANCE PAY**

18.01 Employees with more than one (1) year of service who have acquired seniority shall be entitled to severance pay based on one (1) weeks' pay, at the current rate of pay, for each year of service up to a maximum of twenty-six (26) weeks.

The provisions of this section shall be applicable only for the following reasons: layoff, retirement or illness (with no anticipated return to work).

#### **ARTICLE 19 - RETIREES BENEFIT**

19.01 An employee who has a combination of years of services plus an age factor totaling seventy (70) years shall be entitled to have full coverage of the Canadian Benefit Claim Service Plan upon retirement. The premiums associated with this shall be born to the Employer until the employee reaches the age of sixty-five (65) years.

**ARTICLE 20 - TERMINATION**

20.01 This Agreement shall come into effect May 1, 2016 and shall remain in force until April 30<sup>th</sup>, 2019, and shall be automatically renewed unless at least ninety (90) days prior to the expiry date either party gives written notice to the other of its desire to make a change therein. During the period of such negotiations, this agreement shall remain in full force and effect.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR OF \_\_\_\_\_

Signed On Behalf Of Provincial Building  
Building & Construction Trades Council  
of Ontario

Signed On Behalf Of Canadian Office and  
Professional Employees Union, Local 343  
Employees Union, Local 343

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Patrick Dillon, Secretary-Treasurer

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Patty Clancy, Director

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