COLLECTIVE AGREEMENT

-Between-

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

(hereinafter referred to as the "Employer")

-and-

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

(hereinafter referred to as the "Union")

January 1, 2023 to December 31, 2025

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1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its clerical employees.

2 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 determine 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 in advance of the absence, but such permission shall not be unreasonably withheld. All time spent in performing the above duties shall be considered time worked.

3 ARTICLE 3 – SENIORITY

- 3.01 Seniority shall be communicated 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 six (6) months, 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 four (4) working days. The Employer shall electronically mail the job posting to all temporarily laid-off employees. A temporarily 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 successful applicant shall be notified they are awarded the position within fifteen (15) working days of posting, however placement into the position shall be contingent on the filling of their previous role as deemed operationally necessary by the Employer.

All job vacancies may be posted externally at the same time a job is posted internally. The Employer shall first fill all vacancies with the internal bargaining unit applicants, provided they are qualified and competent to perform he requirements of the job vacancy as defined by the job posting.

3.03 In filling a job vacancy (including promotions, transfers, new positions, etc.) seniority shall be the governing factor where the qualifications (including licenses/credentials, skill and ability, as defined by the

job posting) are sufficient to perform the normal requirements of the job. 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 are discharged for just cause and not reinstated. The seniority of an employee who is temporarily laid off or granted leave of absence shall continue to accumulate for a period of one (1) year. For temporary 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, sick 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, 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 except where this time period is extended by mutual agreement of the Employer and the Union.

3.07 Temporary employees who are hired as fulltime employees who have worked continuously without a break in service for 32.5 hours per week, excluding holidays or vacation time, shall have their date of seniority reflect the original date of hire.

4 ARTICLE 4 – WAGES & HOURS OF WORK

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- 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 3.50% increase for 2023, a 3.25% increase in 2024, and a 3.00% increase in 2025.
- 4.02 (a) The work week shall consist of five (5) days Monday to Friday inclusive. The normal workday shall be 8:30am to 4:00pm (6.5 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 (32.5) 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 (6.5) 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 8:30am to 4:00pm Monday to Friday inclusive.
- 4.03 Employees shall be granted one (1) hour for lunch (unpaid) to be taken between 12:00 2:00pm based on department needs, and one fifteen (15) minute rest period both morning and afternoon. These fifteenminute rest periods must be taken onsite at the employees work location.

- 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 those staff are not willing to work the overtime, the work will then be offered in order of seniority to employees who have the ability and skills necessary to perform the work.
- 4.05 Starting salaries for employees shall be at the full classification wages for their position per Schedule A, however all employees will be subject to an initial six (6) month probationary period wherein the Employer shall have the opportunity to assess the suitability of their performance and conduct. Employees will be deemed to have passed their probationary period upon the Employer formally acknowledging their successful completion of this period via a passing performance evaluation after the full six (6) month probation.
- 4.06 All employees will, from time to time, be required to perform duties outside of the office, including but not limited to banking, post office, supplies, etc. Such time spent out of the office shall be considered to be time worked and mileage shall be paid in accordance with Article 18 herein. All employees who hold a valid Ontario's drivers license shall provide proof of their valid drivers license to the Employer.

5 ARTICLE 5 – HOLIDAYS & 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	Day of Truth & Reconciliation

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 were pre-approved to take 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. Any carried over vacation days not utilized in the month of January will be lost.

- 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 (2x) 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.

6 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

- 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 ten (10) working days in advance of the requested date (notice period), and authorization by the Employer shall be given in writing within five (5) working days of the request. An approval is not final until reviewed and formally approved by the HR department within the five (5) working day period. 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 of the vacation date.

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 five (5) working day response time frame.

- 6.09.1 (a) Four (4) casual days will be allocated for employees to take from vacation entitlement that does not fall into the ten (10) working day notice period as per article 6.09. Notice under this article will be subject to a minimum of five (5) business days. casual days are included in each staff's normal vacation entitlement, and do not constitute additional time off beyond this normal entitlement.
- 6.10 In accordance with the 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.

Notification must be made to the Employer in cases of authorized leave interrupting an approved vacation period. Such notification shall be provided prior to the commencement of the authorized leave.

7 ARTICLE 7 – GRIEVANCES & 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.

8 ARTICLE 8 – MANAGEMENT RIGHTS

- 8.01 It is the exclusive right and function of the Employer to:
 - Operate and manage the business;
 - Maintain order and efficiency;
 - Evaluate the performance of employees;
 - Establish policies and expectations;
 - Hire, promote, transfer, demote, lay-off and discipline or discharge employees for just cause.
- 8.02 The Employer has the right to make rules that are reasonable provided that they are not inconsistent with the Agreement.

9 ARTICLE 9 – DISCHARGE & DISCIPLINARY ACTION

9.01 The Employer shall not discipline an employee without providing notice of the disciplinary meetings, 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 The Employer affirms its commitment to the principle of progressive discipline, and that discipline should be appropriate in light of the offense, except in cases of gross misconduct where immediate or more severe response is required. 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.

10 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.

11 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. Employees shall be reimbursed for Doctors Certificates required by the Employer, the cost of which shall be reimbursed up to a maximum of \$50.00 per Certificate. Employees must provide the Employer an original receipt in order to be reimbursed. 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 or take an extended unpaid leave (e.g. maternity leave or roughly equivalent) 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.
- 11.05 Employees must provided notice via email to management and the HR Department of their absence due to illness, prior to the start of the business day, that day.

12 ARTICLE 12 – NO DISCRIMINATION/HARASSMENT

12.01 The parties agree that there shall be no tolerance for discrimination and harassment in the workplace and thus agree to adhere to the legislated requirements surrounding discrimination and harassment and any revisions thereof.

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13 ARTICLE 13 – RIGHTS & PRIVILEGES

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

14 ARTICLE 14 – HEALTH & 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 and the provision of medically required ergonomic accommodations.
- 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.

15 ARTICLE 15 – UNION LABEL

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

16 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, in the form of "other income", a value per pay period calculated equivalent to utilizing the CPP weekly payment, per respective Employee, as an index.
- 16.03 The Employer agrees to enrol 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 via the pay direct option 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).

17 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 mutually agreed upon as 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 an eighteen (18) 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 fifty dollars (\$250.00) per week for the first two unpaid weeks; and
 - 3. Employees will receive two hundred fifty dollars (\$250.00) per week for eighteen months (See Appendix B).
- 17.05 Employees will be granted bereavement leave as set out in the Local 793 Benefit Plan.

18 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 sixty-one cents (\$0.61) per kilometer travelled upon authorization.

19 ARTICLE 19 – LAYOFF & RECALL

- 19.01 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 (including licenses/credentials, skill and ability, as defined by the job posting) 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.
- 19.02 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.
- 19.03 No new employees shall be hired until those laid off have been given the opportunity of recall.

- 19.04 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 qualifications (including licenses/credentials, skill and ability, as defined by the job posting) to perform such jobs. The Employer shall give notice of job vacancy, via the employee's email address on file, 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 in which case they may request to delay return to work by no more than five (5) working days.
- 19.05 The right of laid-off employees to life and health benefits under this collective agreement shall continue until such time as their accumulated dollar bank has been drawn down.

20 ARTICLE 20 – SEVERANCE

- 20.01 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 or service or more, when they provided 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 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 or 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.

21 ARTICLE 21 – PROFESSIONAL DEVELOPMENT

21.01 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.

22 ARTICLE 22 – UNION LEAVE

- 22.01 The Employer shall provide union leave for COPE343 members to attend required COPE343 meetings, functions, and conventions as delegates of the COPE343 union and in their capacity as Steward. This union leave shall be limited to three (3) occurrences per calendar year, not to exceed five (5) days of leave total.
- 22.02 Requests for union leave must be submitted thirty (30) days or more in advance of the requested function date and shall be approved upon mutual agreement between the Union and Employer. Approval for union leave shall be contingent upon the Employer's operational requirements.

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- 22.03 Union leave shall be reimbursed to IUOE Local 793 by COPE343 upon Employer approval of the requested leave. This reimbursement shall encompass the Employee's total compensation package for the duration of the approved leave, including but not limited to wages, pension, and benefits.
- 22.04 Other expenses, such as travel allowance and overtime, related to attendance of COPE343 functions shall not be applicable in cases of union leave and shall not be paid for by the Employer.

23 ARTICLE 23 – TERMINATION

23.01 This Agreement shall become effective January 1, 2023 and shall remain in effect until December 31, 2025 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 at OAKVILLE THIS 30 DAY OF JANUARY , 2023.

ON		

International Union of Operating Engineers, Local 793

Mike Gallagher, Business Manager

Dave Turple, Assistant Business Manager

Kelsey McIntyre, Director of Human Resources

Lloyd Nakaza, Financial Controller/CFO

ON BEHALF OF:

Canadian Office and Professional Employees Union, Local 343

Rick Miller, COPE343 Representative

Marco Palladini, COPE343 Steward

Oksana Pavlenko, COPE343 Bargaining Committee

Sabrina DeFilippo, COPE343 Bargaining Committee

SCHEDULE "A"

Annualized Wages and Classifications

	" IUOE Local 793			İ					:						
				. 2	2023					2024				2025	
Classification	Position	Area	% Increase	Weekly	Wages	Ann	ual Salary	% Increase	Weekly	/ Wages	Annual Salary	% Increase	: Wee	kly Wages A	nnual Salary
1	Receptionist	Head Office Oakville	3,50%	s	1,001.76	5	52,091.38	3.25%	5	1,034.51	\$ 53,784.35	3.00%	15	1,065.34 \$	55,397.89
	Dispatch Office Assistant	Head Office Oakville	3.50%	5	1,250.26	5	65,013.68	3.25%	5	1,290.90	\$ 67,126.62	3,00%	' \$	1,329.62 5	69,140.42
2	Executive Administrative Assistant	Head Office Oakville	3.50%	S	1,250.26	\$	65,013.68	3.25%	5	1,290.90	5 67,126.62	3.00%	5	1,329.62 5	69,140.42
1	General Office Assistant (Float)	Head Office Oakville	3.50%	S	1,250.26	s	65,013.68	3.25%	5	1,290.90	\$ 67,126.62	3.00%	s	1,329.62	69,140.42
	Dues Office Assistant	Head Office Oakville	3.50%	S	1,250.26	S	65,013.68	3.25%	s	1,290.90	\$ 67,126.62	3,00%	s	1,329.62	69,140.42
	Area Administrative Assistant	Various	3.50%	S	1,284.24	5	66,780.40	3.25%	5	1,525.98	\$ 68,950.77	3.00%	5	1,365.76	71,019.29
3	Pipeline & EPSCA Assistant	Head Office Oakville	3.50%	s	1,284.24	5_	66,780.40	3.25%	: 5	1,325.98	\$ 68,950.77	3.00%	\$	1,365.76	71,019.29
1	Accounting Office Assistant	Head Office Oakville	3.50%	\$	1,284.24	\$_	66,780.40	3.25%	s _	1,325.98	\$ 68,950.77	3.00%	S	1,365.76	71,019.29
	Remittance Office Assistant	Head Office Oakville	3,50%	5	1,284.24	\$	66,780.40	3.25%	· \$	1,325.98	\$ 68,950.77	3.00%	s	1,365.76 5	71,019.29
	Delinquency/Remittance Control Office Assistant	Head Office Oakville	3.50%	\$	1,334.61	5	69,399.66	3.25%	S	1,577.98	S 71,655.15	3.00%	s	1,419.32	73,804.80
,	Dues Administrative Assistant	Head Office Oakville	3.50%	\$	1,334.61	\$	69,399.66	3.25%	S	1,377.98	\$ 71,655.15	3.00%	s	1,419.32	73,804.80
1 -	Labour Relations Administrative Assistant	Head Office Oakville	3,50%	5	1,334.61	\$	69,399.66	3.25%	s	1,377.98	\$ 71,655.15	3.00%	\$	1,419.32 \$	73,804.80
	Social Services Administrative Assistant	Head Office Oakville	3.50%	5	1,334.61	S	69,399.66	3.25%	5	1,377.98	\$ 71,655.15	3.00%	S	1,419.32 \$	73,804,80
	Intermediate Accounting Assistant	Head Office Oakville	3.50%	5	1,376.15	S	71,559.95	3.25%	S	1,420.88	\$ 73,885.65	3,00%	\$	1,463.50 \$	76,102.22
ļ	Pension & Benefits Administrative Assistant*	Head Office Oakville*	3.50%	S	1,376.15	5	71,559.95	3.25%	5	1,420.88	\$ 73,885.65	3.00%	S	1,463.50 \$	76,102.22
5	Legal Administrative Assistant	Head Office Oakville	3,50%	\$	1,376.15	\$	71,559.95	3.25%	\$	1,420.88	\$ 73,885.65	3.00%	5	1,463.50 \$	75,102.22
1	Organizing Office Assistant	Head Office Oakville	3,50%	s	1,376.15	5	71,559.95	3.25%	5	1,420.88	S 73,885.65	3.00%	5	1,463,50 \$	76,102.22
	Remittances Coordinator	Head Office Oakville	3.50%	s	1,376.15	5	71,559.95	3.25%	S	1,420.88	\$ 73,885.65	3.00%	s	1,463.50 \$	75,102.22
6	Financial Administrative Assistant	Head Office Oakville	3,50%	5	1,410.16	\$	73,328.53	3.25%	5	1,455.99	5 75,711.71	3.00%	5	1,499.67	77,983.06

	OETIO											
				2023				2024			2025	
Classification	Position	Агеа	% Increase	Weekly Wages	Annu	ial Salary	% Increase	Weekly Wages	Annual Salary	% Increase	Weekly Wag	es Annual Salar
	Curriculum Support & Training Design Assistant	Morrisburg Campus	3.50%	5 1,284.2	4 5	66,780.40	3.25%	5 1,325.9	\$ 68,950.7	3.00%	5 1,365.	76 S 71,019.29
	Campus Administrative Support Assistant	Oakville Campus	3.50%	\$ 1,284.2	4 5	66,780.40	3.25%	S1,325.9	S 68,950.7	3.00%	\$ 1,365.	76 \$ 71,019.29
	Customer Service & Sales Coordinator	Morrisburg Campus	3.50%	S 1,284.2	4 5	66,780.40	3,25%	\$ 1,325.9	\$ 68,950.7	3.00%	\$ 1,365.	76 \$ 71,019.29
1	eLearning & Curriculum Assistant	Morrisburg Campus	3.50%	\$ 1,284.2	4 5	66,780.40	3.25%	5 1,325.9	\$ 68,950.7	3.00%	\$ 1,365.	76 S 71,019.29
	Registrar Student Services & Apprenticeship Assistant	Morrisburg Campus	3.50%	S 1,284.2	4 5	66,780.40	3.25%	\$ 1,325.9	5 68,950.7	3.00%	5 1,365.	76 S 71,019.29
	Finance & Administrative Clerk	Morrisburg Campus	3.50%	S 1,284.2	4 5	65,780.40	3.25%	S 1,325.9	\$ 68,950.7	3.00%	S 1,365.	76 : \$ 71,019.29
2	Financial Administrative Assistant	Oakville Campus	3.50%	\$ 1,391.2	7 5	72,345.85	3.25%	5 1,435.4	S 74,697.0	3.00%	S 1,479.	58 S 76,938.00

<u> </u>	TEMPS								
			2023		2024		2025		
Classification	Position	Area	% Increase . Weekly Wages	Hourly Rate	% Increase Weekly Wages	Hourly Rate	% Increase Weekly Wages	Hourly Rate	
TEMPS	Temporary Employee Rate	n/a	Variable	\$ 28.51	Variable	\$ 28.51	Variable	\$ 28.51	
1 CIAIL 2	Summer Student Rate	n/a	Variable	\$ 16.62	Variable	\$ 16. 6 2	Variable	\$ 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 Article 2.05, 2.06, 3 (all sections), 4.01, 4.04, 4.05, 5.01(a), 6 (all sections), 16.01, 16.03, 17 (all sections), 19 (all sections), 20 (all sections) and 21.01.

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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 - Layoff & Recall

Article 20 - Severance

Article 21 – 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 on each pay.

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 reinstated beyond twenty (20) months from date of hire.

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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 Jan 1, 2023 for the life of the Collective Agreement.
- 5. Employees do not have the 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 El benefits.
- 11. The Employer uses the benefit stub to verify that the employees are receiving EI benefits or all other earnings. The Employer's Revenue Taxation registration number is 107512568 RP001.
- 12. The Plan provides that payments in respect of guaranteed annual remuneration or respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

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LETTER OF UNDERSTANDING

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INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as the "Employer")

-and-

CANADIAN OFFICE AND PROFESSOINAL 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.

SIGNED at OAKVILLE THIS 30 DAY OF JANUARY, 2023.

ON BEHALF OF:

International Union of Operating Engineers, Local 793

Mike Gallagher, Business Manager

Dave Turple, Assistant Business Manager

Kelsey McIntyre, Director of Human Resources

Lloyd Nakaza, Financial Controller/CFO

ON BEHALF OF:

Canadian Office and Professional Employees Union,

Rick Miller, COPE343 Representative

Marco Palladini, COPE343 Steward

Oksana Pavlenko, COPE343 Bargaining Committee

Sabrina DeFilippo, COPE343 Bargaining Committee

LETTER OF UNDERSTANDING

Between:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793

(hereinafter referred to as the "Employer")

-and-

CANADIAN OFFICE AND PROFESSOINAL 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 bona 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 forms part of this Collective Agreement.

SIGNED at NAKYILLE THIS 30 DAY OF JANUAR	y, 2023.
ON BEHALF OF: International Union of Operating Engineers, Local 793	ON BEHALF OF: Canadian Office and Professional Employees Union, Local 343
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Mike Gallagher, Business Manager	Rick Miller, COPE343 Representative
	Malle
Dave Turple, Assistant Business Manager	Marco Palladini, COPE343 Steward
Alto	
Kelsey McIntyre, Director of Human Resources	Oksana Pavlenko, COPE343 Bargaining Committee
Houd Nakra Financial Controller/CEO	L'Déflégée
Lloyd Nakáza, Financial Controller/CFO	Sabrina DeFilippo, COPE343 Bargaining Committee