



COLLECTIVE AGREEMENT

- between -

**LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 1089**
(hereinafter referred to as the “Employer”)

- and -

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

Expires March 31, 2027

AGREEMENT

Between:

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 1089**

(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 sixty (60) day probationary period or ninety days (90) 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. Any such leave shall require written approval by the business manager.
- 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 eight (8) hours each worked from Monday to Friday inclusive. All time worked over eight (8) 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 workday shall start at 8:00 am and end at 4:30 pm.
- b) Employees who are required to cover the work of another employee who is absent for a period of more than one week shall be entitled to a weekly top-up of \$75.00.
- 4.03 Employees shall be granted half (1/2) hour for lunch and a fifteen (15) minute rest period morning and afternoon.
- a) Employees shall be granted an uninterrupted period of 30 minutes for lunch, such period to commence either at 12:00 pm or 12:30 pm.
- b) Employees shall be granted two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon.
- c) Modifications to the lunch schedule are allowed with management approval.
- 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	Victoria Day
Canada Day	Civic Holiday	Labour Day
Christmas Day	Boxing Day	National Day for Truth and Reconciliation
Family Day		Thanksgiving 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.

5.02 **Christmas Closure**

The offices of the employer will close between Christmas and New Years without loss of pay, seniority or benefits for employees. Should Christmas Eve fall on a regular working day, employees shall work a half (½) day (8:00 am - 12:00 pm). It is also understood that should New Years Day fall on a Saturday or Sunday, the Monday thereafter shall be considered the holiday.

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 up to Two years.....	Two weeks
Two years up to Five years.....	Three weeks
Five years up to Ten years.....	Four weeks
Ten years up to Twenty years.....	Five weeks
Twenty years or over.....	Six weeks

6.02 After consulting with the Business Manager, employees shall be given an opportunity to take their vacation in consecutive weeks if they so desire. Vacation requests shall be approved in writing. When there is conflict between competing vacation requests, seniority shall be the governing factor in approval. It is further understood that should an employee exercise seniority rights to secure a vacation period, they cannot exercise seniority rights for the same time period in the following year.

For clarity: if an employee exercises her seniority rights to take the time period from Christmas to New Year's off in 2021, she cannot exercise seniority rights for Christmas to New Years for 2022.

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.

6.04 Employees may be paid out up to 50% of their total allotment of Vacation time, provided such Vacation time has been unused as of December 31st.

6.05 When an employee retires or resigns from their position, their vacation entitlement will not be prorated. Vacation entitlement earned is based on years of service on last day worked and will be honoured by allowing the employee to use their vacation while still employed, or to take their holidays in full after their last day worked. Weeks will either be taken consecutively or paid out in full on the employee's final pay.

- 6.06 No more than two (2) employees shall be on vacation leave at one time. The employer may at its discretion allow in excess of two employees, such discretion shall not reasonably be withheld.

ARTICLE 7 - GRIEVANCES AND ARBITRATION

- 7.01 Step 1: 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 Step 2: If the parties are unable to resolve the dispute within one (1) week of their initial meeting/call, the Union will submit their grievance in writing to the employer, the employer shall have one (1) week to respond to the written grievance.
- 7.04 Step 3: If the representatives of the parties are unable to agree on any such question within two (2) weeks of receipt of the employers' response, 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.

Employees may use up to five (5) days of their sick-time provisions for personal days at their discretion.

- (a) No sick leave credits described in Article 9.01 will be given to anyone on sick leave for over one (1) month. Vacation entitlement will accrue during sick leave to a maximum of one (1) month per year of service.
- (b) If an employee is sick and is absent from work for more than three (3) consecutive days, the employer may require a certificate from a registered medical doctor stating that the employee has been under care and unable to carry out her/his duties and that absence from work is necessary.

- (c) If an employee is sick and is absent from work for more than thirty (30) consecutive days, the Employer may require a certificate from a registered medical doctor, chosen by the Employer, stating that the employee has been under care and unable to carry out her/his duties and that absence from work is necessary.
 - (d) Employees to use vacation days to fund exhausted sick time credits.
- 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 for full-time employees with 52 weeks or more of service, 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 for a period of up to (12) twelve consecutive months.
 - (c) If an employee returns to work within the twelve-month period, she/he will be entitled to fill the same position as previously held. It is agreed however that an employee hired to substitute another employee on maternity leave, will be considered a temporary employee. In the event that the position of temporary employee will become permanent, then the seniority of such employee shall be backdated to the date of hiring.
 - (d) Government regulations regarding maternity leave shall supersede any provisions of this article. The Union agrees that temporary help (and students) shall be excluded from this entitlement.
- 9.03 If the employee is not able to return to work after the initial fifteen (15) weeks for health reasons, then the employee shall be entitled to collect sick benefits from LIUNA Local 1089 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 Staff & Affiliates Pension Fund.

- 12.02 The Employer agrees to maintain full coverage to employees under the “executive” class of LiUNA 1089 Benefit Trust Plan.

In addition to full coverage, the employees covered by this agreement shall have their “Hour Banks” topped up to (1.5 yrs.). Any new employees shall have their “Hour Banks” topped up per this provision after the completion of three (3) years of service.

- 12.03 The Employer agrees to provide employees with One and one half (1.5) years of full (active) benefits upon retirement, in accordance with the “Hour Banks” provision in 12.02. Thereafter employees with at least ten (10) full years of service may elect to continue their coverage, at the cost established by the Board of Trustees, until age seventy (70). For historical reference, the current cost of Retiree self-payment was set at \$125.00 per month in 2018.

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 deducted from any leave entitlement.
- 13.02 Employees will be granted three (3) days with regular pay in the case of family bereavement. Family bereavement shall include: Spouse, children and stepchildren, parents, stepparents, siblings, fiancé, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. Such leave, especially in instances where travel is required 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. Such leave shall be approved in writing by the business manager.

ARTICLE 14 - SEVERANCE

- 14.01 Employees with more than one (1) years' service who are discharged without just cause, laid off or retire, shall receive severance pay for each day of employment calculated at the rate of four (4) weeks' pay per employment year.
- 14.02 If severance of employment is due to retirement and six (6) months notice in writing is provided to the Employer, the employee shall receive severance pay for each day of employment calculated at the rate of four (4) weeks' pay per employment year. In extraordinary circumstances the employer may at its discretion provide severance where less than six (6) months notice has been given, in any event such discretion shall not unreasonably be withheld.
- 14.03 If severance of employment is due to an employee voluntarily leaving, and the employee has less than five (5) years of service, they shall not be entitled to receive severance. For employees with five (5) years of service or more, when they provide a minimum of four (4) weeks' notice in writing, they shall be entitled to two (2) weeks base wage for each year of service, subject to a maximum of thirty (30) weeks.

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.
- 15.07 The employee shall be accompanied by a steward at any meeting concerning discipline, or which may result in discipline.
- 15.08 Employees have the right to examine their personnel file. All written documentation in personnel files that are of a disciplinary nature shall be removed after twenty-four (24) months.

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 – CONTRACTING OUT

- 18.01 The Employer agrees there will be no layoffs during the term of the Agreement as a result of contracting out. Further to this, no employee shall suffer a reduction in hours of work or loss of wages as a result of persons not in the Bargaining Unit performing bargaining unit work.

ARTICLE 19 – NO DISCRIMINATION

- 19.01 There shall be no discrimination against any employee on the basis of any prohibited grounds under the Ontario Human Rights Code in regard to hiring, promotions, layoffs, dismissals rates of pay or other terms or conditions of employment.

ARTICLE 20 – LABOUR MANAGEMENT COMMITTEE

- 20.01 The parties agree to a Labour Management Committee to address the concerns that may arise from time to time. This committee will consist of two (2) representatives of the union and two (2) representatives nominated by the employer. Party shall have one (1) alternate. The COPE

Ontario Staff Representative shall be permitted to attend on behalf of the union. Meetings of this committee shall occur at regular intervals as requested by either party.

ARTICLE 21 – TECHNOLOGICAL CHANGE

21.01 In the event Employer intends to introduce equipment/software or any automated office at least thirty (30) days' notice shall be given to the Union (of any jobs that may be created within the bargaining unit). The Employer agrees that Employees in the bargaining unit shall be given first opportunity to apply for such positions and agrees to assume the full cost for necessary training programs.

The Employer further agrees that no persons within the bargaining unit will be subject to layoff or a reduction in wages because of technological change.

An Automation and Technological Change Committee will be struck consisting of two (2) Union representatives and two Employer representatives. This committee will be consulted prior to the implementation of any new technology that may impact on bargaining unit work.

ARTICLE 22 - DURATION

21.01 This Agreement shall remain in effect for a period of three (3) years commencing the 1st day of April 2024, and expiring March 31, 2027, 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 Sarnia this 9 day of May, 2024.

Signed on behalf of:

Labourers International Union of
North America, Local 1089

Canadian Office and Professional
Employees Union, Local 343

TONY VALENTI

Mark Roff

[Signature]

[Signature]

[Signature]

SCHEDULE "A"

WAGES

<u>Classification</u>	<u>Effective April 1, 2024</u>	<u>April 1, 2025</u>	<u>April 1, 2026</u>
Executive Assistant	\$1,531.60	\$1,580.61	\$1,629.61
Administrative Coordinator	\$1,463.50	\$1,510.33	\$1,557.15
Training & Apprenticeship Coordinator	\$1,421.70	\$1,467.19	\$1,512.67
Benefit Trust Administrator	\$1,421.70	\$1,467.19	\$1,512.67
Receptionist	\$1,219.44	\$1,258.46	\$1,297.47
Temporary Employee	\$26.00	\$26.00	\$26.00

Student Provincial Minimum wage + \$2.00

- a) New employees hired shall start at 0-6 months 80%, 6-12 months 90% and 100% after 12 months.
- b) All Active Full-time employees who have passed their probation period will be entitled to an annual year-end Holiday bonus of \$500.00 payable in December.
- c) The above wage chart shows an annual salary increase of:
 - 2024 4.5%
 - 2025 3.2%
 - 2026 3.1%

Temporary Employees

The Union agrees that temporary help and students shall be excluded from this agreement other than the classification and wage rates provisions.

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

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 temporary employees and/or student-employees must be laid-off first. Temporary employees and/or student-employees shall not be hired or working while any other employee is on lay-offs unless mutually agreed upon.

If a temporary employee is successfully hired as a permanent bargaining unit position and who have worked continuously full-time without a break in service, excluding holidays or vacation time, shall have their date of seniority reflect the original date of hire.

Temporary employees will receive 4% vacation on each pay.