



COLLECTIVE AGREEMENT

Between

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING INDUSTRY OF UNITED STATES
and CANADA LOCAL UNION 401
(hereinafter referred to as "the Employer")

-and-

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

Effective July 1, 2023 and expiring June 30, 2026

ARTICLE 1- RECOGNITION AND SCOPE

- 1.01 The Employer recognizes COPE Local 343 as the sole collective bargaining agent for all temporary, part-time and full-time employees in the Employer's Kingston, Ontario office, save and except the Business Manager, Assistant Business Manager(s), Business Agent(s), Financial Secretary, Training Coordinator or any other elected or appointed officer that may be necessary for compliance with the Employer's Constitution.

ARTICLE 2 - UNION SECURITY

- 2.01 All Employees to who this Agreement applies shall be required to join the Union immediately. When interviewing job applicants, the Employer will inform them of this Agreement.
- 2.02 All Employees to whom this Agreement applies shall be members in good standing of the Union during the term of the Agreement as a condition of employment.
- 2.03 The Employer shall deduct and remit union dues as established by 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 six (6) month probationary period a new employee shall be entitled to all rights and privileges of the Agreement except with respect to discharge. Employment of employees may be terminated during this six (6) month period without any recourse whatsoever.
- 3.03 In promotion, lay-offs and recall, seniority will be the only consideration subject to the Employee's ability to satisfactorily perform the work required.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.01 Seven and a half (7½) hours shall constitute a full day's work - thirty-six (36) hours shall constitute one (1) full week's work. The hours of operation will be Monday to Thursday 8:00 am to 4:30 pm, and Friday 8:00 am to 3:00 pm. The hours of work of each employee will be staggered in order to accommodate the hours of operation. An employee's hours of work may be changed by mutual agreement between the employee and the Business Manager.
- 4.02 Employees required to work beyond the hours set forth in 4.01 shall be paid time and one half.
- 4.03 Employees required to work on any holidays set forth in Article 7.01 or on Saturday or Sunday shall be paid double time.
- 4.04 Overtime work shall be voluntary. However, the employee recognizes that there are occasions when emergencies make working overtime imperative, and the employee agrees to co-operate under these circumstances.
- 4.05 If employees are required to work overtime a minimum of one and one half (1½) hours beyond the scheduled quitting time, the employee shall be given meal allowance of fifty dollars (\$50.00) if dinner is not provided by the Employer.

- 4.06 Employees called to work on a day which is not a regularly scheduled work day shall receive a minimum of four (4) hours pay at the appropriate premium rate.
- 4.07 Employees shall be granted a one (1) hour lunch period, to be staggered to allow office coverage during office hours.
- 4.08 Employees required to forego a lunch period shall be paid at the rate of time and one half.
- 4.09 Employees shall be granted a fifteen (15) minute rest period in the morning and in the afternoon.
- 4.10 If employees are requested to work overtime a minimum of two (2) hours beyond the scheduled quitting time, they shall be given a taxi allowance to their place of residence on production of a voucher.

ARTICLE 5 - WAGES - EFFECTIVE JULY 1, 2023

- 5.01 Wages and classifications of bargaining unit members are on Schedule "A" attached hereto.
- 5.02 A new employee will be deemed probationary for a period of six (6) months from date of hire.
- 5.03 If a new job classification is created during the term of this agreement, the rate of pay will be negotiated with the trade union. Should the parties be unable to agree upon a rate for the position, the matter will be submitted to arbitration. The Employer agrees to cover the cost of the arbitration.
- 5.04 Should it be deemed necessary that an employee conduct union business using their own vehicle, mileage will be submitted on a Form supplied by the Employer and paid as per the then current CRA travel rate in the UA Local 401 Appendix to the Provincial Collective Agreement.

ARTICLE 6 - VACATIONS

- 6.01 Employees shall receive vacation as follows:

After six (6) months of service	one (1) week vacation with pay
After one (1) year of service	two (2) weeks' vacation with pay
After two (2) years of service	three (3) weeks' vacation with pay
After five (5) years of service	four (4) weeks' vacation with pay
After eleven (11) years of service	five (5) weeks' vacation with pay

The last week to be taken between December 1st and April 30th.

- 6.02 Each employee shall be given an opportunity to take vacation in consecutive weeks, up to three (3) weeks if desired. Where an employee has over three (3) weeks vacation allowance, the fourth (4th) week will be taken at a time set by mutual agreement between the Employer and employee.
- 6.03 Vacation may be accumulated by mutual agreement.
- 6.04 When a holiday listed in Article 7 - Paid Holidays, falls within an employee's vacation period, such day shall be counted as a vacation day and either another day off shall be granted or the date of return from vacation shall be extended by one (1) full day or the vacation shall commence one (1)

full day earlier, upon mutual agreement with the Business Manager.

- 6.05 Employees shall be entitled to take one (1) week of their vacation in single days if so desired, provided reasonable advance notice is given to the Business Manager
- 6.06 Employees shall receive their vacation pay allowance prior to their vacation.
- 6.07 If during an employee's vacation, there should occur a serious illness or accident involving the employee requiring hospitalization or confinement to bed for a period of ten (10) days or more and which is verified by a medical certificate then sick leave may be substituted for vacation. The resulting unused vacation entitlement may be rescheduled at a mutually convenient time.

ARTICLE 7 - PAID HOLIDAYS

- 7.01 Employees shall be paid for the following holidays:

New Year's Day	Victoria Day	Thanksgiving Day	Heritage Day
Canada Day	Remembrance Day	Good Friday	Civic Holiday
Christmas Day	Easter Monday	Labour Day	Boxing Day
Family Day	Day for Truth and Reconciliation		

And one (1) full day of the last working day immediately preceding Christmas Day and New Year's Day, and such other holidays as are proclaimed by Federal, Provincial or Municipal authorities. If agreed by Local Union 401 to have a shut-down from December 24 to January 1 inclusive, the Employer agrees to give employees these holidays with no loss of pay.

- 7.02 Pay for work performed on such holidays shall be double the employee's regular rate in addition to Holiday Pay set out in the preceding paragraph.
- 7.03 If such holidays fall on days which are not regular working days, the immediate preceding day or the, first day thereafter shall be considered the holiday.

ARTICLE 8 - SICK LEAVE

- 8.01 Present employees shall be entitled to two (2) working days sick leave per month, one (1) day per month shall be cumulative if not used up, to a maximum of sixty (60) days. New employees shall accumulate on the basis of two (2) days per month up to a maximum of twenty-four (24) days.
- 8.02 Sick leave may be used only in the event of sickness or accident, and the Employer, in its discretion, may require production of satisfactory medical certificate of such sickness or accident.

ARTICLE 9 - SEVERANCE

- 9.01 Severance shall be calculated according to the Employment Standards Act (ESA).

ARTICLE 10 - WELFARE AND PENSION

- 10.01 The Employer agrees to cover all bargaining unit employees under the UA Local 401 Health and Welfare Plan and will pay all necessary premiums for such coverage.

- 10.02 The Employer will provide fully paid coverage for all employees for Workplace Safety Insurance Board (WSIB).
- 10.03 The Employer agrees to cover employees under the UA Local Union Officers and Employees' Pension Fund after a six (6) month probationary period, and will pay the pension contributions.
- 10.04 The current Office Administrator will be transferred from the "UA Local 221 Pension Plan" to the "UA Local Union Officers & Employees' Pension Fund" at the earliest possible date.

For New Hires, the Employers minimum contribution to the UA Local 221 Pension Plan (or successor plan) will be four dollars (\$4.00) after the six (6) month probation period is completed.

- 10.05 Effective July 1, 2014 pension premiums shall be \$7.00 per hour for the Office Administrator.

ARTICLE 11- LEAVE OF ABSENCE WITH PAY

- 11.01 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, shall be granted leave to fulfill such duties. The Employer agrees to pay the employee for such time lost, less any amount they may be paid for such duties and/or less any monies issued as conduct money with respect to a Summons.
- 11.02 Employees will be granted three (3) days with regular pay in the case of family bereavement - husband, wife, mother, father, sisters, brothers, children, grandparents, brother-in-law, sister-in-law, mother-in-law and father-in-law. Such time may be extended by mutual agreement.

ARTICLE 12 - LEAVE OF ABSENCE WITHOUT PAY

- 12.01 The Employer will give consideration to request for leave of absence for reasonable periods of time.

ARTICLE 13 - PREGANCY AND PARENTAL LEAVE

- 13.01 Employees will be granted Maternity and Parental leave in accordance with ESA (Employment Standards Act).

ARTICLE 14 - GRIEVANCE AND ARBITRATION

- 14.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.
- 14.02 An earnest effort shall be made to settle grievances in the following manner:

Step 1

- An individual grievance shall first be taken up orally with the employer by the employee personally or by his/her steward if the employee so requests.

Step 2

- Failing a satisfactory settlement being reached at Step 1, the grievance must be presented in writing to the Business Manager within **15 working days** after the occurrence of the incident giving rise to the grievance. Upon receipt of the grievance, the Business Manager the griever, the steward and the union

representative shall meet to discuss the grievance. The Business Manager shall render his/her decision within 7 working days of such meeting.

Step 3

- Failing a satisfactory settlement in Step 2, the Union may within 20 working days of the Business Manager's decision, refer the grievance to arbitration.

- 14.03 Where a dispute involving a question of general application which affects all or substantially all members of the bargaining unit or a particular department, a policy grievance may be filed at Step 2 of the grievance procedure.
- 14.04 The employer may submit a grievance in writing to the Union and such grievance shall commence at Step 2 of the grievance procedure.
- 14.05 Where 2 or more employees have identical grievances a group grievance may be filed at Step 2 of the grievance procedure within 15 working days after the occurrence of the Incident giving rise to the grievance.
- 14.06 A claim by an employee that she has been unjustly discharged or suspended shall be treated as a grievance if the grievance is lodged by the employee at Step 2 within 10 working days of the suspension or discharge.
- 14.07 All agreements reached under the grievance procedure between representatives of the employer and representatives of the union will be **final and binding** upon the employer and the union and the employees.
- 14.08 A grievance unresolved after Step 2 shall be submitted to an arbitrator mutually agreed upon by both parties. 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 any arbitrator, the Minister of Labour for the Province of Ontario shall be asked to appoint one.
- 14.09 Where the arbitrator finds that the Employer has violated the Agreement and such violation has resulted, in loss of earnings for the employee concerned, such arbitrator shall have the right to direct compensation for such employee to the extent that is fair and equitable.
- 14.10 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties in writing.
- 14.11 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of the Agreement.

ARTICLE 15 - DISCHARGE AND DISCIPLINARY ACTION

- 15.01 The Employer shall not impose disciplinary penalties including but not limited to discharge which are unreasonable or unjust.
- 15.02 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 in Article 13.

ARTICLE 16 - UNION LABEL

16.01 All typed duplicated work in the Kingston, Ontario office of the Employer shall bear the Local 343 COPE 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 an employee, or group of employees, because of membership in the Union including presentation of grievances on their own behalf or on behalf of other employees in the bargaining unit or activity on behalf of the Union.

17.02 The Employer and the Union agree that there shall be no discrimination on the basis of age, sex, marital status, national or racial origin, nationality, colour or religion in regard to hiring, promotions, demotions, lay-offs, dismissals, rates of pay, or other terms or conditions of employment.

ARTICLE 18 - HEALTH AND WELFARE

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 suggestions in this regard and also any other suggestions for improvements in conditions of work.

ARTICLE 19 - RIGHTS AND PRIVILEGES

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

ARTICLE 20 - STRIKES OR LOCKOUTS

20.01 There will be no strikes on the part of the Union and no lockouts on the part of the Employer during the life of this Agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized by the Local or the International Union concerned.

SCHEDULE "A"

Office Administrator:

July 1, 2023 \$40.57

July 1, 2024 \$42.75

July 1, 2025 \$44.92

July 1, 2023 Administrative Assistant and Utility Administrator

1-12 months \$22.74

13-18 months \$27.69

19-30 months \$32.63

31-48 months \$37.56

49 plus months \$40.57

July 1, 2024 Administrative Assistant and Utility Administrator

1-12 months \$23.98

13-18 months \$29.20

19-30 months \$34.41

31-48 months \$39.61

49 plus months \$42.75

July 1, 2025 Administrative Assistant and Utility Administrator

1-12 months \$25.21

13-18 months \$30.70

19-30 months \$36.18

31-48 months \$41.64

49 plus months \$44.92

ARTICLE 21 - TERMINATION

21.01 The agreement shall come into effect on July 1, 2023 and remain in force until June 30, 2026.

21.02 Either party may, not less than thirty (30) days or more than sixty (60) days before the expiry date, give written notice or revision or termination of the Agreement.

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

Signed at Toronto, this 16th day of Feb, 2024.

On behalf of the Employer

Kingston



John Graham



John Graham

On behalf of the Union



Rick Miller, Staff Rep



Danielle Desgagnés

iamdistrict78/ppf