

# **COLLECTIVE AGREEMENT**

**-Between-**

**OPERATING ENGINEERS BENEFITS ADMINISTRATION COMPANY (OEBAC)**

**(hereinafter referred to as the "Employer")**

**-and-**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL343  
(COPE)**

**(hereinafter referred to as the "Union")**

**June 1, 2019 to May 31, 2021**

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## **COLLECTIVE AGREEMENT**

Between:

**OPERATING ENGINEERS BENEFITS ADMINISTRATION COMPANY (OEBAC)**

(hereinafter referred to as the "Employer")

-and-

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343 (COPE)**

(hereinafter referred to as the "Union")

**PREAMBLE:** The Purpose of this Collective Agreement ("Agreement") is to establish and maintain an orderly collective bargaining relationship between the Employer and its employees, to set forth all agreements concerning rates of pay, hours of work and other conditions of employment to be observed by the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.

### **ARTICLE 1 – SCOPE AND RECOGNITION**

- 1.01 The Employer voluntarily recognizes the Union as the sole and exclusive bargaining agent for all classifications outlined in this agreement and as may otherwise be agreed to from time to time.
- 1.02 The word "employee" or "employees" wherever used in the Agreement shall mean respectively any employee or employees in the bargaining unit defined in Article 1.01.
- 1.03 Whenever the Employer creates a new bargaining unit position, the Employer and Union shall negotiate the classification and wage scale. Disagreements may be submitted for binding arbitration.

### **ARTICLE 2 – UNION SECURITY**

- 2.01 As a condition of employment, all employees shall be required to become and remain members of the Union in good standing upon hiring. Good standing means payment of initiation fee and union dues.
- 2.02 During the term of this Agreement the Employer will deduct monthly union dues from the last salary payment in the month concerned from all employees. The Employer shall forward the money so deducted to the Union no later than the last business day of the month following such deductions. Such remittance shall be made payable to COPE Local 343 along with a list of names of all employees from whom dues have been deducted and the amount of dues deducted for each.

- 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, unless operationally necessary for a limited period of time to cover situations including but not limited to illness, injury, job loss, holidays etc.
- 2.05 The Employer agrees to recognize a bargaining committee of one (1) bargaining unit member.
- 2.06 The Union shall be entitled to appoint one Union Steward. The Union Steward shall be entitled to leave their work during working hours in order to carry out his/her 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, but such permission shall not be unreasonably withheld. All time spent in performing the above duties shall be considered time worked.

### **ARTICLE 3 – SENIORITY, LAYOFFS AND RECALL**

#### **Seniority**

- 3.01 Seniority shall be accumulated 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 one hundred eighty (180) calendar days, 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), for a minimum of five (5) working days. The Employer shall electronically mail the job posting to all laid-off employees. A 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 as defined by the Employer, classification and wage rate.
- The Employer shall fill vacancies from within the bargaining unit before hiring new employees.
- Subsequent vacancies created by internal postings shall be posted.
- 3.03 In filling a job vacancy (including promotions, transfers, new positions, etc.) seniority shall be one of the determining factors where the qualifications, as defined in the job posting, are proven proficient to perform the requirements of the job. Other determining factors may include but are not limited to skill, ability, attitude and, operational suitability. 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 laid off or granted leave of absence shall continue to accumulate for a period of one (1) year. For 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 one (1) month of these changes.
- 3.06 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 classification.

#### **LAYOFFS AND RECALL**

- 3.07 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 classification provided the senior employee has the proficient qualifications (Skill, Ability) to do the job of the junior employee, as defined by the job description. An employee must inform the Employer within five (5) working days of the decision to displace a junior employee. All lay-off notices shall be posted and shall serve as notice to all employees.
- 3.08 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) week pay for each year of service to maximum of eight (8) weeks pay.
- 3.09 No new employees shall be hired until those laid off and proven qualified have been given the opportunity of recall.
- 3.10 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 skill and ability to perform such jobs. The Employer shall give notice of job vacancy by email to the last recorded email 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. An employee may only refuse recall twice.
- 3.11 The right of laid-off employee to benefits under this Agreement shall continue for a period of three (3) months.
- 3.12 Temporary employees who are hired as full-time employees who have worked continuously without a break in service (excluding holidays or vacation time) shall have their date of seniority reflect the original date of hire.

#### **ARTICLE 4 – WAGES AND HOURS OF WORK**

- 4.01 All employees shall be paid in accordance with Schedule "A", attached to this Agreement.
- 4.02 a) The work week shall consist of five (5) days Monday to Friday inclusive. The normal work day shall be 8:00 am to 5:00 pm Monday to Friday inclusive. Employees shall be paid at time and a

half (1.5x) their base wage for all work performed outside their normal working hours. All overtime hours must be authorized by the Employer prior to working these hours.

b) At the request of the Employer, the employees may work 40 hours per week, Monday to Friday inclusive at times agreed to between the Employer and the employees provided that at least one week's notice is given to the Union.

- 4.03 Employees shall be granted one (1) hour unpaid for lunch and two 15-minute paid rest periods, one of which may be taken in the first half of the day and one of which may be taken in the second half of the day. Lunch breaks shall be scheduled to ensure adequate coverage of work.
- 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 to the people who normally perform the work. If they are not willing to work the overtime, work will be offered to employees on the basis of seniority, provided they have the ability and skills necessary to perform the work. The parties recognize overtime may sometimes be required due to operational needs/deadlines and other reporting requirements. The Employer shall provide employees with as much advance notice of required overtime where practicable.
- 4.05 A six-month progression scale shall be in effect for new employees.
- Entry level to six months – 75% of full wages
- Full Salary after six months of employment and provided they pass their six-month evaluation.
- 4.06 Employees who are required to perform duties outside of the office such as 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 17 herein .

## **ARTICLE 5 – HOLIDAYS AND STATUTORY HOLIDAYS**

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

Family Day	Good Friday	Labour Day
Canada Day	Civic Holiday	Thanksgiving Day
Christmas Day	Boxing Day	Victoria Day
New Years Day		

and such other holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities.

- 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.

## **ARTICLE 6 – VACATION**

- 6.01 All newly hired full time employees will earn three (3) weeks vacation (prorated from the date of hire based on a calendar year) to be taken after six (6) months of being employed.
- 6.02 All employees who have been with the Employer for five (5) years or more shall receive four (4) weeks vacation with full pay.
- 6.03 Employees shall be given an opportunity to take their vacations in consecutive weeks by mutual agreement with the Employer.
- 6.04 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 prior to the date.
- 6.05 All vacation requests shall be in writing at least one (1) month in advance and authorization by the Employer shall be given in writing fourteen (14) days in advance of the requested time off. Preference of vacations shall be based on seniority for all requests received by the Employer by May 1<sup>st</sup> of each year. All vacation requests received after May 1<sup>st</sup> 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 (12) months in advance.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION**

- 7.01 Any 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 CEO of OEBAC or the designate within ten (10) working days of the alleged violation, who shall reply within 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 CEO or their designate within ten (10) working days who shall render their 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.

### **Arbitration**

- 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.

#### **ARTICLE 8 – MANAGEMENT RIGHTS**

- 8.01 The Employer has the exclusive right to operate and manage the business, to maintain order and efficiency, to hire, promote, transfer, demote, lay-off and discipline or discharge employees for just cause.
- 8.02 The Employer has the right to make rules and policies that are reasonable provided that they are not inconsistent with the Agreement.

#### **ARTICLE 9 – DISCHARGE AND DISCIPLINARY ACTION**

- 9.01 The Employer shall not impose disciplinary penalties which are unreasonable or unjust.
- 9.02 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 provided in Article 7.
- 9.03 The Employer affirms its commitment to the principle of progressive discipline, and that discipline should be appropriate in light of the offense. 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.
- 9.04 Upon request, employees shall be provided with a review of their personnel file.

#### **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.
- 10.02 The parties agree there shall be no strike, job action, work stoppage or lockout at any point following the expiry of this Agreement. In the event the parties are unable to reach a renewal collective agreement, the parties agree that all differences shall be referred to final and binding Arbitration for resolution.

## **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. Sick days are non-cumulative and cannot be carried over.
- 11.02 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.

## **ARTICLE 12 – NO DISCRIMINATION/HARASSMENT**

- 12.01 There shall be no discrimination on the basis of sex, race, ancestry, citizenship, place of origin, ethnic origin, colour, age, marital status, family status, sexual orientation, political or religious affiliations, or handicap or creed or any other reason which may, from time to time be articulated in the Human Rights Code in regard to hiring, promotions, demotions, lay-offs, dismissals, rates of pay or other terms or conditions of employment.
- 12.02 It is the policy of OEBAC as an Employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer and the Union consider harassment in the work force to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that victims of harassment are able to register complaints without reprisal. The Union will ensure that the employees behave in an appropriate manner towards each other.

Harassment is a form of discrimination and includes personal harassment. Harassment shall be defined as any improper behavior by a person which is offensive to any employee and which that person knows or ought to reasonably know would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The parties to this Agreement will work together to ensure that all employees and OEBAC understand personal responsibilities to promote a harassment-free working environment.

## **ARTICLE 13 – HEALTH AND SANITATION**

- 13.01 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.
- 13.02 The Employer agrees to establish a Joint Occupational Health and Safety Committee and under take such necessary training for members of the Committee. Members of the committee shall be given paid time in accordance with the Occupational Health and Safety Act to review health and safety practices and policies.

- 13.03 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. The workplace shall include all of the premises of the Employer.

#### **ARTICLE 14 – UNION LABEL**

- 14.01 All work produced in the office of the Employer will bear the Local 343 COPE label.

#### **ARTICLE 15 – WELFARE**

- 15.01 All employees shall be covered by a \$150,000.00 (one hundred and fifty thousand) Life Insurance coverage paid by the Employer.
- 15.02 Subject to the approval of the Trustees of the International Union of Operating Engineers General Pension Plan, the Employer shall supply a letter of understanding concerning the International Union of Operating Engineers General Pension Plan (attached). In the event said approval was not granted, an alternative will be provided.

#### **ARTICLE 16 – LEAVE OF ABSENCE**

##### **Jury Duty**

- 16.01 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.

##### **Personal Leave**

- 16.02 The Employer will give consideration to requests for leave of absence for a reasonable period of time.

##### **Union Leave**

- 16.03 Employees will be granted unpaid time off when necessary to perform Union duties, without the loss of seniority. Such time off may not exceed three months per calendar year.

##### **Maternity/Parental Leave**

- 16.04 This Maternity/Parental leave provision shall apply to regular full-time employees who have successfully completed their probationary period and who have at least six months of continuous service. The distribution of Maternity/Parental Leave will be at the employee's option. The employee must give written notification to the Employer at least four (4) weeks prior to taking Maternity/Parental Leave. This notification shall be accompanied by a Doctors Certificate attesting to the expected date of delivery. Presentation of such notice can be less than four (4) weeks if the medical certificate confirms the employee must leave his/her position earlier than forecast.

In the event that the employee wishes to return early or extend their leave, they must give the Employer at least four (4) weeks notification.

- a) Employees shall be entitled up to eighteen months (18) leave of absence in cases of maternity, adoption or parental leave. Benefits covered under Appendix B – Sub Plan and seniority shall continue and accrue during this leave.
- b) Employees who have successfully completed their probationary period and who have at least six months of continuous service 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 Dollars (\$200.00); and
  - 3. Employees will receive One Hundred Dollars (\$100.00) per week for fifty (50) weeks or such longer period as may be provided by legislative change (See Appendix B).

#### **Bereavement Leave**

16.05 Employees will be granted bereavement leave as set out in the Local 793 Benefit Plan.

#### **ARTICLE 17 – TRAVEL**

17.01 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 fifty-four cents (\$0.54) per kilometer travelled upon authorization.

#### **ARTICLE 18 – SEVERANCE**

- 18.01 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 of service or more, when they provide 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.
- 18.02 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 a maximum of thirty (30) weeks' pay.
- 18.03 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 of service to a maximum of thirty (30) weeks' pay.
- 18.04 Should an employee be discharged for just cause the employee shall not be entitled to receive severance pay.

## ARTICLE 19 – PROFESSIONAL DEVELOPMENT

- 19.01 Employees are encouraged to develop their technical skills, including but not limited to computer systems, software and office equipment. With prior approval by the Employer and upon successful completion of employer-approved courses, the Employee will be reimbursed for the cost of the course. All professional development courses must be deemed relevant to an employee's job duties by the Employer.

## ARTICLE 20 – TERMINATION

- 20.01 This Agreement shall become effective June 1, 2019 and shall remain in effect until May 31, 2021.

SIGNED THIS 21<sup>st</sup> DAY OF June, 2019.

ON BEHALF OF:

**Operating Engineers Benefits Administration Corporation**

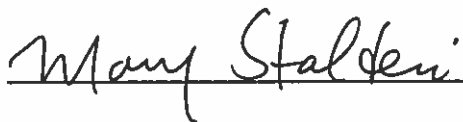
Mike Gallagher, President

  
\_\_\_\_\_

ON BEHALF OF:

**Canadian Office and Professional Employees Union, Local 343**

Mary Stalteri, Staff Representative

  
\_\_\_\_\_

**SCHEDULE "A"**

<b>Position</b>	<b>Weekly Wages</b>	<b>2019 Current Salary (40 hrs/wk)</b>	<b>% Increase</b>	<b>2020 Increase at xx%</b>	<b>% Increase</b>	<b>2021 Increase at xx%</b>
Data Entry 1	1050.00					
Date Entry 2	1080.00					
Administrative Assistant	1150.00					
Financial Administrative Assistant	1180.00					

**Temporary Employee rate - \$ 26.25 per hour**

**Summer Student rate - \$ 16.00 per hour**

## **APPENDIX "A"**

### **Temporary Employees**

Temporary employees will be covered by the 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 6 – Vacation

Article 11 – Sick Leave

Article 16 – Leave of Absence, sections 16.01, 16.02, 16.03 and 16.04

Article 18 – Severance

Article 19 – Professional Development

Appendix B – Sub Plan

Temporary employees will be paid per the current negotiated rate per the Agreement.

Temporary employees will receive 4% vacation pay on each pay.

Temporary employees who are employed longer than six (6) consecutive months will receive one (1) sick day per month worked to a maximum of twelve (12) days per year. Sick leave will not be paid during the first six (6) months of employment.

Temporary employees who are employed longer than six (6) consecutive months will be covered by Article 15, subject to any carrier limitations and exclusions.

Temporary employees will not be retained beyond eighteen (18) months from date of hire.

## **APPENDIX "B" – SUB PLAN**

### **Operating Engineers Benefits Administration Corporation 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 is covered by the plan: OEBAC COPE 343 member who have successfully completed their probationary period and who have at least six months of continuous 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 June 1, 2019 for the life of the Agreement.
5. Employees do not have right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
6. Employees must apply for the 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 Employer's 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 EI benefits.
11. The Employer uses the benefit stub to verify that the employees are receiving EI benefits or all other earnings.
12. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

## LETTER OF UNDERSTANDING

Between:

**Operating Engineers Benefits Administration Corporation (OEBAC)**

(hereinafter referred to as the "Employer")

-and-

**Canadian Office and Professional Employees Union, Local 343 (COPE)**

(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.

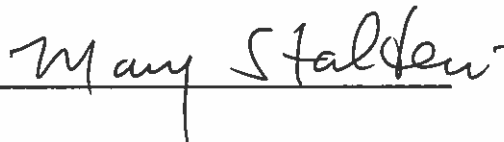
This Letter of Understanding forms part of this Agreement.

DATED AT Oakville THIS 21<sup>st</sup> DAY OF June, 2019.

FOR THE EMPLOYER



FOR THE UNION



**LETTER OF UNDERSTANDING**

Between:

**Operating Engineers Benefits Administration Corporation (OEBAC)**

(hereinafter referred to as the "Employer")

-and-

**Canadian Office and Professional Employees Union, Local 343 (COPE)**

(hereinafter referred to as the "Union")

WHEREAS 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 OEBAC employees to confirm bondability in compliance with the above.

This will be exercised for bonafide 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 shall form part of the Agreement

DATED AT Oakville THIS 21<sup>st</sup> DAY OF June, 2019.

FOR THE EMPLOYER



FOR THE UNION

