Collective Agreement Provisions



The following are standard headings for certain significant terms and conditions in a collective agreement provided by the **HR Council**. Also outlined are either sample clauses or points to consider in drafting a clause. The quantity and type of provisions will depend on the particular organization, and the language in the agreement will be specific to that organization.

These clauses are for information and educational purposes only.

Purpose

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the [employer] and its employees and to provide a mechanism for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided.

Recognition and Scope

The [employer] recognizes the Union as the sole bargaining agent for all employees [insert words from certification] except for those employees [insert exemptions from certification].

Management Rights

The Union recognizes and acknowledges that management of the operations and direction of the working force are fixed exclusively in the [employer], and [the employer] has the right without restricting the generality of the foregoing to:

- Maintain order and efficiency.
- Hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority, that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- Make, enforce and alter, from time to time, rules and regulations to be observed by the employees. Such rules or regulations shall not be inconsistent with the terms of this Agreement.

The [employer] agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.

Union Security

Consider if employees would be required to be members of the union in order to be and/or remain employed, or if employees would automatically have union dues deducted from their pay whether or not they are members of the union.

Representation

Provide for the number of union stewards, the composition of the union negotiating committee, the number of union/employee representatives on the Health and Safety Committee, etc.

Seniority

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order to their bargaining unit wide seniority. An employee about to be laid off may bump an employee with less seniority in his/her work grade, or lower, provided the employee exercising the right is qualified to perform the work of the employee with less seniority. Likewise, in the event of recall, employees shall be recalled in order of their seniority.

Wages

Benefits

Vacation

Health and Safety

Hours of work, overtime

Dismissal and suspension

Provide for a system of progressive discipline.

Layoff and Recall

Contracting Out

Grievance Procedure

Provide a grievance procedure that respects the internal responsibility of management to attempt to resolve disputes. Pay particular attention to the level of management that will be involved in the resolution of the dispute at its various stages and to the timelines for advancing the grievance to the next step.

Arbitration

Provide for a process for submitting unresolved dispute to arbitration in accordance with the applicable labour legislation. Provide for the composition of the arbitration panel (if not using a sole arbitrator), the names of sole arbitrators that are mutually agreed upon, the mandatory timelines for arbitration, and the cost sharing between the parties.

Term of the Agreement

Generally, the agreement must be for a minimum of one-year period. A clause may be inserted which specifies when either party is to give notice to bargain a renewal

agreement and signifies what happens to the agreement upon its expiry (e.g. continues until a renewal agreement is negotiated).