



COLLECTIVE AGREEMENT

- between -

TEAMSTERS UNION LOCAL 938

Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the Employer)

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 343

(hereinafter referred to as the Union)

January 1, 2022 to December 31, 2026

INDEX

| ARTICLE | DESCRIPTION | PAGE NUMBER |
|----------------|--|--------------------|
| 1 | Recognition | 3 |
| 2 | Union Security | 3 |
| 3 | Seniority | 3 |
| 4 | Stewards | 4 |
| 5 | Grievance Procedure and Arbitration | 4 |
| 6 | Discharge and Disciplinary Action & Severance Pay | 5 |
| 7 | No Strikes or Lockout | 6 |
| 8 | Leave of Absence | 6 |
| 9 | No Discrimination | 7 |
| 10 | Rights and Privileges | 7 |
| 11 | Health and Sanitation | 7 |
| 12 | Health and Welfare | 7 |
| 13 | Union Label | 7 |
| 14 | Bulletin Board | 7 |
| 15 | Management's Rights | 7 |
| 16 | Canadian Pension Plan/Teamsters Joint Council #52 And Ontario Locals Plan | 8 |
| 17 | RRSP | 8 |
| 18 | Termination | 9 |

APPENDIX A

| | | |
|---|------------------------------|----|
| 1 | Hours, Wages, Meal Allowance | 10 |
| 2 | Paid Holidays | 11 |
| 3 | Vacations with Pay | 12 |
| 4 | Sick Leave | 12 |

LETTER of UNDERSTANDING

| | |
|---------|----|
| Parking | 14 |
|---------|----|

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its office and clerical employees, save and except the Office Manager and those above the rank of Office Manager.

ARTICLE 2 - UNION SECURITY

- 2.01 Any person hereafter employed, whether temporary, part-time or full time employees, shall be required to join the Union within three (3) months after date of hiring or on completion of the probationary period, whichever is the earlier. Temporary agency employees shall be retained for a period not exceeding one month.
- 2.02 All employees who are members of the Union on the effective date of this Agreement or who subsequently become members shall remain members in good standing in the Union during the term of this Agreement as a condition of continued employment.
- 2.03 The Employer shall deduct from the first two (2) pays of each month, one-half ($\frac{1}{2}$) of the current monthly dues of any employee covered by this agreement and submit them to the Union by the 15th of the following month.
- 2.04 The Employer shall show the yearly Union monthly dues deductions on employees' T-4 slips.

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 at the completion of the probationary period of three (3) months, effective from the first (1st) day of employment. Except for *Section (1) of Appendix A - Hours, Wages, Meal Allowance, Overtime*, probationary employees shall not be covered by the terms of this Agreement.
- 3.02 In regard to new positions coming within the bargaining unit and lay-offs, seniority will be the only consideration subject to the employee's ability to efficiently perform the work required.
- (i) layoffs will be made on the basis of seniority subject to the ability of the employee to perform the work required after a familiarization period:
and;
 - (ii) for an employee bumping into a position outside of their classification the familiarization period shall be one (1) month;
 - (iii) only if the employee is capable and efficiently performing the work required by the end of the one (1) month familiarization period will they be able to bump a junior incumbent.
 - (iv) An employee with five (5) years or more of seniority who has no other bumping option other than to bump into a position outside of their classification, will be

provided up to six (6) months of training if required.

- (a) Employees who are terminated for any reason shall be entitled to the conditions spelled out under the Ontario Employment Standards Act.
 - (b) Any employee with one (1) year or more of service, who is laid off due to lack of work or redundancy, shall be placed on a recall list for a period of eighteen (18) months.
- 3.03 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for just cause.
- 3.04 If an employee is laid off and recalled to work, the Employer shall notify the employee by Registered Mail to the last known address on file with the Employer. Notification of the employee's decision must be in the Employer's hands within seven (7) days of receipt of the letter and the employee shall have a further seven (7) calendar days to return to work. Seniority shall terminate if the foregoing regulations are not complied with.

ARTICLE 4 - STEWARDS

- 4.01 The Employer acknowledges the right of the Union to appoint one (1) Steward for the office staff and shall notify the Employer.
- 4.02 The employer agrees to provide two (2) paid days per year for the union steward to attend training authorized by Local 343.

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

- 5.01 (a) A grieving employee must present a grievance in writing dated and signed with a statement of the facts complained of and remedy sought to the Office Manager or a designate of the Employer. No grievance will be considered by management if it is not received within ten (10) working days from the date of the violation or ten (10) working days from the date the alleged violation became known to the grievor. No grievance shall be considered which has arisen more than thirty (30) days prior to the date of the grievance.
- (b) The duly authorized representatives of both parties will meet on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences.
- (c) If the representatives of the parties are unable to agree on any such question within two (2) weeks, it shall be submitted to a single 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 appoint the Arbitrator.

- (d) Where an Arbitrator finds that the Employer has violated the Agreement and such violation has resulted in loss of earnings for the employee or employees concerned, such Arbitrator shall have the right to direct compensation for such employee or employees to the extent that is fair and equitable.
- (e) The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.

ARTICLE 6 - DISCHARGE AND DISCIPLINARY ACTION AND SEVERANCE PAY

6.01 Any employee covered by this collective agreement when called into the employer's office for any discussion pertaining to disciplinary measures shall upon request have the right to be accompanied by a Union Steward or Representative.

- a) The Employer shall not discipline an employee without prior warning unless the circumstances justify immediate discharge and shall not impose disciplinary penalties which are unreasonable or unjust. In the event of a claim that any employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the Grievance and Arbitration Procedure provided in *Article 5*.
- b) The parties agree with the principle of progressive discipline. Prior to imposing any discipline, the Employer shall discuss with the employee the reasons for considering such action. Reasons for discipline shall be provided to the employee in writing, with a copy to the Union. Disciplinary notations shall be removed from an employee's record after 18 months.
- c) Severance Pay Employees with more than one (1) year but less than five (5) years' service who terminate their employment for any reason shall receive severance pay at their regular rate of pay for three (3) weeks. Employees with more than five (5) years' but less than eight (8) years' service who terminate their employment for any reason shall receive severance pay at their regular rate of pay for four (4) weeks. Employees with eight (8) years' but less than twelve (12) years' service who terminate their employment for any reason shall receive severance pay at their regular rate of pay for six (6) weeks. Employees with more than twelve (12) years' but less than seventeen (17) who terminate their employment for any reason shall receive severance pay at their regular rate of pay for seven (7) weeks. Employees with more than seventeen (17) years' service but less than twenty-two (22) years' service who terminate their employment for any reason shall receive severance pay at their regular rate of pay for eight (8) weeks. Employees with more than twenty-two (22) years' service but less than twenty-seven (27) years' service who terminate their employment for any reason shall receive severance pay at their regular rate of pay for nine (9) weeks. Employees with more than twenty-seven (27) years' service but less than thirty-two (32) years' service who terminate their employment for any reason shall receive severance pay at their regular rate of pay for ten (10) weeks. Employees with thirty-two (32) years' service and up who terminate their

employment for any reason shall receive severance pay at their regular rate of pay for fifteen (15) weeks'. Severance pay will not be applicable in any case where the employee is discharged for just cause.

ARTICLE 7 - NO STRIKE OR LOCKOUT

7.01 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 8 - LEAVE OF ABSENCE

8.01 All requests for leave of absence shall be presented in writing and shall specify the duration, stating the starting and ending dates. The Employer will also answer such requests in writing, specifying the duration of the leave of absence granted.

8.02 Employees absent for the following reasons will be considered excused and will not suffer loss of pay for a reasonable period of time, provided the absences are bona fide.

- a) Jury Duty and/or Crown Witness service. Monies received shall be turned over to the Employer.
- b) Union Business.
- c) Death in the immediate family, not to exceed three (3) working days for in-town and five (5) working days for more than one hundred (100) mile radius from Mississauga. Immediate family shall mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parents, grandparents, grandchildren, stepbrothers and sisters.

The Employer may request satisfactory evidence of the necessity for such absence.

8.03 Employees with thirteen (13) weeks or more service will be granted leave of absence for maternity purposes without pay for a period not longer than twelve (12) months with credit for such absence toward seniority and vacation. Notice of intent to return to work must be given the Employer at least two (2) weeks prior to the proposed date of reinstatement. Employees will be paid for all Welfare Benefits while on maternity leave, if needed.

8.04 It is agreed between the parties that the Employer will give consideration to requests for leave of absence without pay for other reasons for reasonable periods of time. It is agreed that the final determination regarding granting a leave of absence in any case will rest with the Employer.

ARTICLE 9 - NO DISCRIMINATION

9.01 There shall be no discrimination of any form.

ARTICLE 10 - RIGHTS AND PRIVILEGES

10.01 Any rights and privileges mutually agreed to in writing between the Employer and employees shall be maintained during the term 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 shall, from time to time, bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.

ARTICLE 12 - HEALTH AND WELFARE

12.01 The Employer agrees to provide Health and Welfare coverage including drug and dental coverage, at no cost to the employees under the Teamsters Local 938 Health and Welfare coverage plan.

In the event there is a change in the current coverage or a decrease in any area of the current benefit trust fund, the Employer agrees to provide a plan equal or better in benefits.

ARTICLE 13 - UNION LABEL

13.01 All typewritten, or other work in the office of the Employer will bear the Local 343 COPEU label if such work was performed by a member of the Union.

ARTICLE 14 - BULLETIN BOARD

14.01 The Employer agrees to provide bulletin board to be displayed prominently in the office for the purpose of posting COPEU Local 343 notices and such other information as may be of interest to the employees excluding any political advertisement.

ARTICLE 15 – MANAGEMENT’S RIGHTS

15.01 It is understood that the operation and management of the business shall be vested in the Employer, subject to the provisions of this Agreement. Management shall exercise its rights in a fair and reasonable manner.

15.02 The Union recognizes the right of the Employer to make and alter from time to time, Rules and Regulations which are just and fair.

ARTICLE 16 - CANADIAN PENSION PLAN/TEAMSTERS JOINT COUNCIL #52 AND ONTARIO LOCALS PLAN

16.01 The Employer agrees to pay the full cost of the Canada Pension Plan and Teamsters Joint Council No. 52 and Ontario Locals Plan.

- 16.02 (i) The past service benefit rate will increase from 0.75% of earnings to 1.00% of earnings for each year of past service;
- (ii) The membership service benefit (MSB) rate will increase from 0.75% of earnings to 1.00% of earnings for each year of membership service to December 31, 2002 (the maximum annual earnings to be recognized for the years 1991 to 1997, inclusive, is \$50,000); and
- (iii) The MSB rate will increase from .75% of earnings to 1.00% of earnings for each year of membership service on and after January 1, 2003.

All other provision of the Plan will remain the same.

ARTICLE 17 - RRSP

- 17.01 a) From January 1, 2011 to December 31, 2017, the Employer will contribute, 14.25% of earnings each month to an RRSP of the employee's choice.
- b) Effective January 1, 2018, the Employer will contribute, 4.25% of earnings each month to an RRSP of the employee's choice.

ARTICLE 18 - TERMINATION

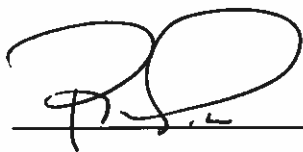
18.01 This Agreement shall be effective from January 1, 2022 to December 31, 2026. Thereafter, it shall automatically be renewed from year to year unless within ninety (90) days preceding the termination of any yearly period, either party shall serve upon the other written notice of its desire to make a change therein. Within ten (10) days of receipt of such notice, the parties shall meet to negotiate renewal of this Agreement.

SIGNED at MISSISSAUGA, Ontario, this 13th day of June, 2022.

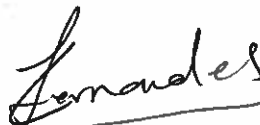
On behalf of:

Teamsters Local 938

Canadian Office and Professional
Employees Union, Local 343



_____

_____

_____

iamlocal1922

APPENDIX A

WEEKLY WAGE RATES January 1, 2022 to December 31, 2026

1. HOURS, WAGES, MEAL ALLOWANCE, OVERTIME

NEW HIRE RATES: Receptionist/Secretary

Receptionist shall be required to perform secretarial duties when assigned.

| | <u>Start</u> | <u>3 months</u> | <u>9 months</u> | <u>12 months</u> |
|-------------|--------------|-----------------|-----------------|------------------|
| Jan 1, 2022 | \$960.33 | \$1,042.75 | \$1,211.70 | \$1,256.11 |
| Jan 1, 2023 | \$989.14 | \$1,074.03 | \$1,248.05 | \$1,293.79 |
| Jan 1, 2024 | \$1,018.81 | \$1,106.25 | \$1,285.49 | \$1,332.60 |
| Jan 1, 2025 | \$1,049.38 | \$1,139.44 | \$1,324.06 | \$1,372.58 |
| Jan 1, 2026 | \$1,080.86 | \$1,173.63 | \$1,363.78 | \$1,413.76 |

TITAN OPERATOR (1) JR.

| | <u>Start</u> | <u>3 months</u> | <u>9 months</u> | <u>12 months</u> |
|-------------|--------------|-----------------|-----------------|------------------|
| Jan 1, 2022 | \$960.33 | \$1,042.75 | \$1,211.70 | \$1,256.11 |
| Jan 1, 2023 | \$989.14 | \$1,074.03 | \$1,248.05 | \$1,293.79 |
| Jan 1, 2024 | \$1,018.81 | \$1,106.25 | \$1,285.49 | \$1,332.60 |
| Jan 1, 2025 | \$1,049.38 | \$1,139.44 | \$1,324.06 | \$1,372.58 |
| Jan 1, 2026 | \$1,080.86 | \$1,173.63 | \$1,363.78 | \$1,413.76 |

TITAN OPERATOR (2) SR.

| | |
|-------------|------------|
| Jan 1, 2022 | \$1,285.69 |
| Jan 1, 2023 | \$1,324.26 |
| Jan 1, 2024 | \$1,363.99 |
| Jan 1, 2025 | \$1,404.91 |
| Jan 1, 2026 | \$1,447.05 |

SECRETARY

| | <u>Start</u> | <u>3 months</u> | <u>9 months</u> | <u>12 months</u> |
|-------------|--------------|-----------------|-----------------|------------------|
| Jan 1, 2022 | \$960.33 | \$1,042.75 | \$1,211.70 | \$1,256.11 |
| Jan 1, 2023 | \$989.14 | \$1,074.03 | \$1,248.05 | \$1,293.79 |
| Jan 1, 2024 | \$1,018.81 | \$1,106.25 | \$1,285.49 | \$1,332.60 |
| Jan 1, 2025 | \$1,049.38 | \$1,139.44 | \$1,324.06 | \$1,372.58 |
| Jan 1, 2026 | \$1,080.86 | \$1,173.63 | \$1,363.78 | \$1,413.76 |

CONFIDENTIAL SECRETARY

| | |
|-------------|------------|
| Jan 1, 2022 | \$1,300.47 |
| Jan 1, 2023 | \$1,339.48 |
| Jan 1, 2024 | \$1,379.67 |
| Jan 1, 2025 | \$1,421.06 |
| Jan 1, 2026 | \$1,463.69 |

- (b) It is understood that employees will assist each other and work outside their own category from time to time when requested to do so.
- (c) Should an employee be required to fill a higher rated job, the employee shall receive the appropriate rate of pay for time worked on the job providing the time is in excess of four (4) hours per day.
- (d) It is agreed that no temporary or part-time person shall be employed while any full-time employee is laid off.
- (e) The work week shall consist of four (4) days of seven (7) hours each, Monday to Thursday. Friday shall consist of six (6) hours. All time worked outside the regularly scheduled hours shall be paid at the rate of time and one-half (1½) Monday to Friday: Saturday morning shall be paid at the rate of time and one-half (1½); Saturday afternoon and Sunday shall be paid at two (2) times the rate. From May 1st to October 31st, without deviation every Friday on an alternating basis, three (3) employees will finish at 1:00 pm, allowing only one (1) coffee break in the morning to be taken. The other three (3) employees will remain until the regular 4:00 pm Friday closing.
- (f) Employees covered by this Agreement shall be the first to be given the opportunity to work overtime in order of seniority and qualifications.
- (g) Employees shall be given one (1) hour for lunch.
- (h) When an employee is required to forego a lunch period, such time will be paid at the rate of time and one-half (1½).
- (i) Employees shall be granted a twenty (20) minute rest period, both morning and afternoon without loss of pay.
- (j) An employee called out on a Saturday, Sunday or a Holiday shall receive no less than three (3) hours pay at premium rates as specified herein.
- (k) If an employee is required to work overtime a minimum of one (1) hour beyond the scheduled quitting time, the employee shall be given a meal allowance of five dollars (\$5.00).
- (l) If an employee is required to work overtime beyond 6:00 p.m. the employee shall receive a taxi allowance from the office to his/her residence providing bona fide receipts are submitted.
- (m) Where possible, all temporary and/or part-time help will be recruited through COPEU Local 343.

2. **PAID HOLIDAYS**

- (a) Employees shall be paid for the following holidays:

| | |
|----------------|--|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | One-half (½) day (December 23rd) |
| Victoria Day | Day before Christmas Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day |
| Labour Day | Two (2) Floating Holidays (One employee at a time) |

- (b) It is also understood, in reference to Remembrance Day and Easter Monday, that in order to keep the office in operation, one-half (½) of the employees will take the working day preceding the Holiday and the remainder will take the Holiday. This will be done in order of seniority, preference and qualifications.
- (c) Pay for work performed on such Holidays, excluding Remembrance Day and Easter Monday, shall be paid at double the employee's regular rate of pay in addition to the Holiday pay, as set out in the preceding paragraph. If such Holiday falls on a day which is not a regular working day, either the immediately preceding working day or the first (1st) working day thereafter shall be considered the Holiday.

3. VACATIONS WITH PAY

Vacations shall be accorded employees as follows:

| | |
|--|--|
| Less than one (1) year of service | - Four percent (4%) of Gross earnings |
| One (1) year but less than five (5) years | - Three (3) weeks vacation with full pay |
| Five (5) years but less than twelve (12) years | - Four (4) weeks vacation with full pay |
| Twelve (12) years but less than twenty-four (24) | - Five (5) weeks vacation with full pay |
| Twenty-four (24) years but less than thirty (30) | - Six (6) weeks vacation with full pay |
| Over thirty (30) years | - Seven (7) weeks vacation with full pay |

Employees will be given the opportunity to take their vacations in consecutive weeks if they so desire. Vacations shall be arranged in order of seniority in consecutive weeks up to five (5) weeks vacation. A vacation schedule will be finalized with the Union yearly upon request but not later than May 1st. Vacations selected after May 1st will be on a first come, first serve basis. Those employees enjoying more than five (5) weeks vacation shall only be consecutive by arrangement.

Employees shall be permitted to take their earned vacation in single days to a maximum of ten (10) days per year provided they give the Employer forty-eight (48) hours written notice.

When a recognized Holiday as in *Section 2 - Paid Holidays*, falls within an employee's vacation period, such Holiday will not be counted as vacation and another day off shall be granted or the date of return shall be one (1) full day later or the vacation shall commence one (1) day earlier as arranged with the Employer.

As far as possible, vacations will be scheduled to fit in with the plans of employees but the Employer shall have the right to make the final decision in line with the work requirements at the time.

Employees terminated for any reason shall receive accrued vacation pay at the time of termination or not later than the following pay day. The vacation year shall be June 30th for determining credits only.

4. SICK LEAVE

For minor illness employees who have completed the probationary period shall be entitled to fourteen (14) working days of sick leave per year with full pay. Any Doctor's or Dentists' appointments totalling over twelve (12) hours per year shall be deducted from the fourteen (14) days sick time. Employees shall be reimbursed for all unused sick leave on a yearly basis.


For major illness, there shall be no loss of pay per illness for six (6) weeks and the Local 938 Health and Welfare Plan will be applicable, effective the seventh (7th) week.

Sick leave may be used only in the event of sickness or accident and the Employer or his/her representative must be notified. Failure to so notify the Employer shall void any employee's rights under this Article to payment for the period of illness involved. When it is requested by the Employer, the employee shall furnish satisfactory medical evidence of the necessity of such absence.

On behalf of:

Teamsters Local 938

Canadian Office and Professional
Employees Union, Local 343









LETTER OF UNDERSTANDING

- between -

Teamsters Union Local 938

- and -

Canadian Office and Professional Employees Union, Local 343

RIGHTS AND PRIVILEGES - PARKING

Whereas:

During the term of this Letter of Understanding Teamsters Union Local 938 will provide adequate parking for members of COPEU Local 343 on days when parking is congested. During such occurrences, an area will be designated for Employees.

This Letter of Understanding shall be effective the date of signing and shall remain in effect as provided in Article 17 of the collective agreement.


This Letter of Understanding may be cancelled at any time with the mutual agreement of both parties.

Signed at Mississauga this 13th day of June, 2022.

On behalf of:

Teamsters Local 938

Canadian Office and Professional
Employees Union, Local 343



_____