



COLLECTIVE AGREEMENT

BETWEEN:

UNIFOR Local 199

(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:**

Expiring October 2026

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent of all office Employees of the Employer, save and except office manager and persons 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. An Employee who is not a member of the Union at the time of this Agreement becoming effective, shall become a member of the Union upon working the amount of hours equal to a contractual work week in any one month following the effective date of this Agreement and shall become a member of the Union on the last pay of the month to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the union, whenever employed under and for the duration of this Agreement. When interviewing job applicants, the Employer will inform them of this requirement.
- 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 last pay each month, the Agreement and shall forward money so deducted to the union, no later than the tenth (10th) day of the month following such deduction. With such remittance, the names of the Employees paying dues, and those not paying dues and listing the reason why they are not paying dues.

ARTICLE 3 - AUTHORITY

- 3.01 The President, or Acting President in his absence, shall be in charge on behalf of the Employer for all Employees and shall issue all orders affecting Employees.

ARTICLE 4 - SENIORITY

- 4.01 Fundamental rules respecting seniority are designed to give permanent Employees an equitable measure of security based on length and continuity of service with the Employer.
- 4.02 Seniority shall be exercised as follows:
- (a) New Employees shall be considered as probationary employees for the first (90) ninety days of their employment. The ninety (90) day probationary period shall be accumulative over twelve (12) consecutive months. After Employees have finished the probationary period, they shall be entered on the seniority list and shall rank for seniority from the date ninety (90) days prior to the date upon which seniority is attained.

- (b) There shall be no seniority among probationary Employees.
- 4.03 In the event of a reduction of staff, the layoff shall be according to seniority, the Employee with the least seniority being laid off first.
- (a) A senior employee may elect to be laid off out of line of seniority, up to 13 weeks provided the lower seniority employee can perform all aspects of the job.
- 4.04 Employees shall be rehired in reverse order to that of layoffs. Those with the greatest amount of seniority, shall be rehired first.
- 4.05 A seniority list will be available to any of the Employees upon request at any time.
- 4.06 Seniority rights shall cease for any of the following reasons:
- (a) If the Employee quits;
- (b) If the Employee is discharged and the discharge is not reversed;
- (c) If the Employee fails to report for duty three (3) working days without notifying the Employer or furnishing satisfactory reasons for such failure;
- (d) If the Employee is not called upon to perform work by the Employer for a continuous period equal to the seniority they had acquired at the time of the beginning of such layoff;
- 4.07 An Employee selected for full time work for the Union, or for Union activity, necessitating a leave of absence, shall be granted leave at the discretion of the Employer, once provided with 30 days notice from the employee/union. This leave will not be unduly withheld. If the leave is granted, the Employee shall be re-employed at their own or similar work and shall accumulate seniority while on such leave of absence.
- 4.08 The seniority dates for the present Employees shall be:

Noreen Weadick

June 1, 1991

ARTICLE 5 - LEAVE OF ABSENCE

5.01 Jury and Witness Duty

Persons called for jury or witness duty shall be granted time off with full pay, with the understanding that all monies received for such jury duty will be turned over to the Employer.

An Employee shall be granted a leave of absence for the duration of their jury service without loss of any benefits.

5.02 **Bereavement**

Employees will be granted five (5) working days off with pay in the case of bereavement in the family (mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law and grandchild, and in the case of spouse five (5) working days.

Bereavement leave shall be added to the employees' vacation leave in the event a death occurs during that period.

5.03 **Miscellaneous**

The Employer will give consideration to requests for leave of absence without pay for other reasons for reasonable periods of time and grant same where possible, any extension to such leave must be in writing at least two weeks before termination of the leave. On expiration of leave of absence, the Employee shall be re-employed at their own similar work with accumulated seniority.

5.04 **Parental**

The Employer will grant a leave of absence without pay not to exceed eighteen (18) months in the event of parental leave. Employees receiving such parental leave will retain and accumulate seniority during such leave. If further leave of absence beyond the year is necessary, it may only extend for a length of time equal to the Employee's original seniority prior to such leave.

Compassionate Leave

The Employer agrees to provide a compassionate leave to any employee who is eligible for such leave in accordance with the Family Medical Leave provisions contained in the Employment Standards Act.

ARTICLE 6 - HOURS

- 6.01 (a) The work week shall consist of five (5) days totalling thirty-five (35) hours, Monday through Friday inclusive, employees will follow outlined below.

Monday to Friday 8:30 am to 4:00 pm

Employees will be entitled to one unpaid thirty (30) minute lunch period per day.

- 6.02 All time worked outside the regularly scheduled hours shall be paid at the rate of time and one-half Monday through Friday.

- 6.03 Any time worked Saturday, shall be paid at the rate of time and one-half.

- 6.04 Any time worked Sunday, shall be paid at the rate of two and one-half times the rate.

6.05 Employees shall have the right to refuse to work overtime.

6.06 (a) Where an Employee is required to forego their lunch period, such time will be paid at the rate of time and one-half.

(b) Overtime shall be equally distributed among all those capable of performing the normal requirements of the job. Overtime lists for all hours worked will be kept current and be made available to all participants in the group.

(c) Employees recalled after a continuous layoff of sixty (60) days will be given the average of the group's credited overtime.

All overtime offered and declined shall be charged as if the offered hours had been worked.

6.07 Employees shall be granted a 15 minute rest period, both morning and afternoon without loss of pay.

ARTICLE 7 – WAGES

7.01 The Employer proposes the following two (2) year wage progression for new employees and new Administrator Top Rate:

Administrator Top Rate: \$30.00

New Hire Rate: (80%) of Top Rate: \$24.00

Upon Completion of Year One: (90%) of Top Rate: \$27.00

Upon Completion of Year Two: (100%) of Top Rate: \$30.00

(a) Part-time employees as required by the Employer will work up to 16 hours per week and be compensated at an hourly wage of \$20.00 per hour. Part-time employees will receive 4% in lieu of vacation pay and will not be entitled to welfare benefits as set out in Article 20.

7.02 When the Employer opens a new classification, the rate for this will be by mutual agreement. Promotions to higher paid jobs or better jobs shall be based primarily on seniority.

Local 199, UNIFOR is prepared to train present personnel. Outside help will be brought into train staff if necessary, for new technology procedures.

7.03 Employees moving up to a higher classification will be paid the rate for that classification.

7.04 Cost of Living Allowance

In lieu of COLA a \$500 annual payment will be made to newly hired employees.

ARTICLE 8 - CALL IN PAY

8.01 An Employee called to work on a day which is not a regularly scheduled work day shall receive a minimum of four and one-half hours pay at the appropriate premium rate.

ARTICLE 9 - PAID HOLIDAYS

9.01 Employees shall be paid for the following holidays:

2023 Dec. 25-29

2024 Jan. 1	New Years Day
Feb. 19	Family Day
Mar. 29	Good Friday
Apr. 1	Easter Monday
May. 17	Friday before Victoria Day
May. 20	Victoria Day
June. 28	Friday before Canada Day
Jul. 1	Canada Day
Aug. 5	Civic Holiday
Aug. 30	Friday before Labour Day
Sept. 2	Labour Day
Sept. 30	National Day for Truth & Rec.
Oct. 11	Friday before Thanksgiving
Oct. 14	Thanksgiving
Dec.23-27	Holiday period
Dec. 30-31	Holiday period

2025 Jan. 1	New Years Day
Feb. 17	Family Day
Apr. 18	Good Friday
Apr. 21	Easter Monday
May. 16	Friday before Victoria Day
May. 19	Victoria Day
June. 27	Friday before Canada Day
June. 30	Canada Day
Aug. 4	Civic Holiday
Aug. 29	Friday before Labour Day
Sept. 1	Labour Day
Sept. 30	National Day for Truth & Rec
Oct. 10	Friday before Thanksgiving
Oct. 13	Thanksgiving
Dec.24-26	Holiday period
Dec. 29-31	Holiday period

2026	Jan. 1-2	New Years Day
	Feb. 16	Family Day
	Apr. 3	Good Friday
	Apr. 6	Easter Monday
	May. 15	Friday before Victoria Day
	May. 18	Victoria Day
	June. 26	Friday before Canada Day
	June. 29	Canada Day
	Aug. 3	Civic Holiday
	Sept. 4	Friday before Labour Day
	Sept. 7	Labour Day
	Sept. 30	National Day for Truth & Reconciliation
	Oct. 9	Friday before Thanksgiving
	Oct. 12	Thanksgiving

National Truth and Reconciliation Day when that day falls on a regularly scheduled workday.

- 9.01 (a) The office may remain open during the Christmas break to service Local 199 members. If any bargaining unit work is required during the break, it is agreed that such bargaining unit work shall be offered to the bargaining unit, if available, at the applicable rate of pay.
- 9.02 Pay for work performed on such holidays shall be at double the Employees' regular rate in addition to the holiday pay set out in the preceding paragraph.
- 9.03 If such holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday.
- 9.04 Should any of these holidays occur during a leave of absence of less than forty-five days, the employee shall be paid for such holiday at their regular rate, or given a compensating day off with pay.

ARTICLE 10 - VACATIONS

10.01 Vacations shall be accorded as follows:

- (a) Less than 1 year - According to Employment Standards Act
- (b) 1 - 3 years 2 weeks
- (c) 3 - 6 years 3 weeks
- (d) 6 - 10 years 4 weeks
- (e) 10- 20 years 5 weeks
- (f) 20- 30 years 6weeks
- (g) After 30 years and over 7 weeks

Where possible, vacations will be posted prior to April 1st each calendar year. No more than one office staff person will be off on vacation at a given time, unless previous approval has been arranged with the President or his representative.

- 10.02 Employees shall be given an opportunity to take their vacations in consecutive weeks if they so desire.
- 10.03 When a recognized holiday as in Article 9 falls within an Employee's vacation period, such holiday will not be counted as vacation and another day off shall be granted or the day of return shall be one full day later or the vacation shall commence one day earlier, as arranged with the Employer.
- 10.04 Service for vacation calculation shall be calculated as of an Employees seniority date.
- 10.05 Vacations must be taken within the calendar year. However, special permission may be given for a specific reason by the President to carry vacation over into the next calendar year as long as it is taken before the commencement of the Employee's next vacation schedule.
- 10.06 Employees shall be granted five (5) floating holidays per year.

ARTICLE 11 - GRIEVANCE AND ARBITRATION

- 11.01 An Employee having a grievance shall present it, in writing, through their Steward to the President of the Employer, who shall render their decision in writing, within five (5) working days.
- 11.02 If the decision of the President be not satisfactory to the Employee or the Union, an appeal therefrom may be lodged by the Negotiating Committee of the Union to the Executive Board of the Employer, who shall consider the appeal and render a decision at its first meeting following the date the appeal was submitted.
- 11.03 If the decision of the Executive Board be not satisfactory, the Negotiating Committee may appeal there from to an impartial mediator, if mediation is mutually agreed upon by the Employer and Union. Should mediation not be mutually agreed upon, the Negotiating Committee may appeal therefrom to an impartial arbitrator mutually agreed upon by the Employer and Union. The decision of the impartial arbitrator shall be final and binding on both parties. The cost of such mediation/arbitration proceeding referred to in this section shall be shared equally between the Union and the Employer. If the parties cannot mutually agree on an arbitrator, an application may be made to the Department of Labour for the Province of Ontario and the procedure outlined in the Labour Relations Act will be applicable.
- 11.04 When an arbitrator finds that the Employer has violated the Agreement & such violation has resulted in loss of earnings for the Employee(s) concerned, such arbitrator shall have the right to direct compensation for such Employee(s) to the extent that is fair and equitable.
- 11.05 The arbitrator shall not have the jurisdiction to alter or change any of the provision of this Agreement.
- 11.06 The following special procedure shall be applicable to a grievance alleging improper suspension or discharge.

The grievance shall be lodged in writing by the Employee or the Negotiating Committee within three (3) regular working days or the suspension or discharge to the Executive Board of the Employer who shall consider the grievance and render a written decision at its first meeting following the date the grievance was submitted.

11.07 If the decision of the Executive Board be not satisfactory, the procedure outlined in Section 3 shall be applicable.

ARTICLE 12 - DISCHARGE AND DISCIPLINARY ACTION

12.01 When considering discharging an Employee, the Employer shall discuss thoroughly with the Employee the reasons for which they are considering the discharge. If at the end of one week from date of this discussion, the Employee's work is still unsatisfactory, the Employer may give the Employee notice of discharge.

12.02 The Employer shall not impose disciplinary penalties which are unreasonable or unjust.

12.03 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 & Arbitration Procedure provided in Article 11.

12.04 Except for reductions in staff or other justifiable reasons, the Employer shall not discharge an Employee unless their work has proved unsatisfactory.

The Employer wants to confirm that "work" in this clause includes attendance, as well as other terminable offences.

ARTICLE 13 - R.R.S.P. PAY

13.01 R.R.S.P. Pay for permanent Employees whose seniority is terminated or who become deceased while seniority is still intact, shall be paid to that Employee (or if deceased, shall be paid to beneficiary on record of the Employee) or the estate of the deceased if no beneficiary is named.

a) Upon completion of probation, employees will be paid 4% of weekly earnings on each pay to be used by the Employee towards an R.R.S.P. of their choice.

13.02 Employees discharged for proven theft of funds shall not be entitled to R.R.S.P. pay.

ARTICLE 14 - NO STRIKES OR LOCKOUTS

14.01 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 by the Local or the National Union concerned.

ARTICLE 15 - DISCRIMINATION

15.01 There shall be no discrimination on the basis of age, sex, sexual Preference, marital status, national or racial origin, nationality, colour or religion in regard to hiring, promotions, demotions, layoffs, dismissals, rate of pay or other terms or conditions of employment.

UNIFOR Local 199 and COPE 343 recognize the right of employees to work in an environment free from all forms of harassment including sexual, racial and personal harassment and agree that harassment will not be tolerated in the workplace. Grievances under this article will be handled with all possible confidentiality and will be resolved, if possible, within five (5) working days of being submitted to the employer.

Any resolution of a harassment complaint must reflect the serious nature of such acts, and send a clear signal that they will not be tolerated. We must ensure that the dignity of our brothers and sisters is not threatened by harassment.... (see attached "Harassment In The Workplace Policy")

ARTICLE 16 - RIGHTS AND PRIVILEGES

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

ARTICLE 17 - HEALTH & SANITATION

17.01 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 18 - UNION LABEL

18.01 Any typewritten or photocopied or computer generated work in the office of the Employer, shall bear the Local 343 COPE label if such work was performed by a member of the Union.

ARTICLE 19 - SICK LEAVE/PERSONAL LEAVE

19.01 An Employee hired on or before 1991 shall receive 100% of their daily rate of pay for each day of sickness to a maximum of forty (40) days in any calendar year.

b) In the event that sickness continues beyond forty (40) consecutive days, the employee who is wholly disabled from performing the normal requirements of their job functions, the employee shall receive 65% of their normal 35 hour weekly rate of pay for each additional week of sickness for an additional four (4) months.

If the sickness continues beyond this period of time, the employee will be placed on LTD.

The Employer proposes that any Employee hired on or before 1991 maintain the current Sick Leave benefits. Upon retirement, the current Sick Leave Benefits cease and are replaced by the proposed 19.02 below.

19.02 For New Employees:

- a) An employee shall receive 100% of their daily rate of pay for each day of sickness of personal day to a maximum of ten (10) days per calendar year.
- b) In the event that an Employee is wholly disabled from performing the normal requirements of their job functions, the employee shall receive STD.
- c) If the sickness continues beyond STD coverage, the Employee will be placed on LTD.

ARTICLE 20 - WELFARE

20.01 The Employer shall pay the full cost of the following welfare plans, including single or family coverage, whichever is applicable for 20.02, 03, 04, 05, 06, 07, 08 and 09.

20.02 Group Life Insurance for all eligible Employees shall be in accordance with the following schedule:

Effective October 15, 2002- \$40,000 for active workers, \$5,000 for current retired workers & \$10,000 for anyone retiring from the date of this contract. (Oct. 15/02)

- 20.03 (a) Green Shield ward coverage;
- (b) In the event of a leave of absence due to pregnancy, Green Shield coverage will be paid by Employer for six (6) months from date of leave of absence or time for time on seniority, whichever is less;
- (c) Out of Province Coverage;
- (d) Coverage for Ambulance

20.04 Green Shield G.M. Dental Plan (\$2,800 per year) based on 1 year lag of the current ODA schedule.

20.05 Green Shield Vision Plan - \$250.00 every two (2) years. Eye exam coverage \$65 every 24 months.

20.06 Computer glasses - maximum \$200.00 annually.

20.07 Green Shield Extended Health Services Plan T-4. Massage therapy coverage \$45 per visit up to maximum \$200 annually.

20.08 Green Shield Hearing Aid Plan H1, hearing aid every three (3) years.

20.09 Long Term Disability of \$2,400 per month will be provided for all active Employees; the full amount of benefit to be subtracted from any salary provided for Under Article 19 of Collective Agreement, in all cases, the Employee shall receive the greater amount. (66.7% of monthly earnings to a maximum of \$2,400/monthly) The earnings-related schedule provides a member a monthly disability income not to

exceed 66.7% of their monthly income at the time of disability based on a non-taxable plan.

- 20.10 Local 199, UNIFOR will not duplicate coverage which Employees have from other sources. It shall be the responsibility of the Employee to notify Local 199, UNIFOR if they have duplicate coverage for any benefits under clauses 20.02, 20.03, 20.04, 20.05, 20.06, 20.07, 20.08 or 20.09. The Employee shall be liable to reimburse Local 199, UNIFOR for any premiums paid for duplicate coverage.
- 20.11 If an employee becomes totally and permanently disabled, the Employer will continue, at no cost to the Employee, those coverages in effect at the onset of that disability for a period equal to the Employee's seniority as of their last day worked or until the end of the length of the Employee's 65th birthday, or until the Employee is no longer totally and permanently disabled, whichever occurs first.
- 20.12 Counselling (Para Medical Practice) up to \$600 per year. This will include counseling by a Master of Social Work.
- 20.13 Naturopath at \$25 per visit up to a maximum of \$300 per person per year.


ARTICLE 21 - TERMINATION

- 21.01 The Union and UNIFOR Local 199, mutually agree that the agreement shall be in effect for a period of three (3) years commencing October 15, 2023 to October 15, 2026 and thereafter, shall be automatically renewed at the anniversary date unless written notice of revision or cancellation is given by either party to the other party by registered mail within (90) days of its operation in any yearly period.
- 21.02 During any period of negotiations for the renewal of a Collective Agreement, the terms and conditions of this Agreement shall remain in full force and effect. However, in matters of wages or other economic factors affecting the earnings of members of the Bargaining Unit, it is agreed that they shall be effective as of the termination date of this Agreement.
- 21.03 Within ten (10) days of receipt of notice, the parties shall meet to negotiate a new Agreement.

EXECUTED THIS 31st DAY OF January, 2024


SIGNED ON BEHALF OF

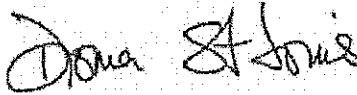
UNIFOR Local 199


Jordan Lennox, President

SIGNED ON BEHALF OF

Canadian Office & Professional Employees Union
(C.O.P.E.) Local 343


Noreen Weadick


Donna St. Louis, Representative

LETTER OF UNDERSTANDING #1

BETWEEN
UNIFOR LOCAL 199
& COPE LOCAL 343

During 2023 negotiations, the following was agreed to for Noreen Weadick:

ARTICLE 6 – HOURS

Summer hours shall remain in effect for Noreen Weadick until her retirement

ARTICLE 7 – WAGES

7.01

Year 1 (October 15, 2023 - \$46.28)

COLA roll-in of \$1.21 + 5% wage increase + 2.75% (Bookkeeper adj.)

Year 2 (October 15, 2024 - \$47.21)

2% wage increase + 3 COLA adjustments

Year 3 (October 15, 2025 - \$49.97)

3% wage increase + 2.5% (Bookkeeper adj.) + 4 COLA adjustments

7.04 – COST OF LIVING ALLOWANCE

The amount of Cost of Living shall be reset to \$.05 per hour and shall continue the same as General Motors Current contract.

ARTICLE 10 – VACATIONS

10.06 Five (5) floating holidays per year will continue until her retirement

ARTICLE 13 – R.R.S.P. PAY

13.01 192 hours for service over 30 years

ARTICLE 19 – SICK LEAVE

18.01 (a) & (b)

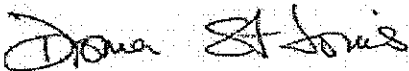
Noreen shall continue to receive the same as before

ARTICLE 20 – WELFARE

Upon her retirement, Noreen Weadick shall receive the same health care package.

Dated this 31st day of January, 2024

UNION



Donna St. Louis, Staff Representative

EMPLOYER



Jordan Lennox, President

LETTER OF UNDERSTANDING #2

BETWEEN

UNIFOR LOCAL 199

AND

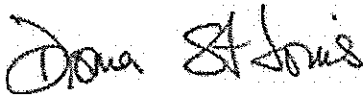
COPE LOCAL 343

Upon ratification, the employee shall receive a \$2,000 signing bonus plus \$1,000 special payment (to be paid in December) each year (2023, 2024 and 2025). If Noreen retires before 2025, then payout of the remaining annual bonus will be paid at that time.

Dated this 31 day of January, 2024

UNION

EMPLOYER



Donna St. Louis, Staff Representative



Jordan Lennox, President