# **COLLECTIVE AGREEMENT**

- Between -

## **UNIFOR Local 27**

(Hereinafter referred to as the "Employer")

- and -

## Canadian Office & Professional Employees' Union, Local 343

(Hereinafter referred to as the "Union")

October 1, 2023 to September 30, 2026

Now therefore, it is agreed by and between the parties hereto that in the spirit of co-operation and mutual respect, inherent in the basic philosophy of our two Unions, and with full recognition of our responsibility to provide working conditions in keeping with the high ideals and best interests of the Membership of both Unions.

#### **ARTICLE 1 - RECOGNITION**

1.01 UNIFOR Local 27 recognizes the Union as the sole collective bargaining agency for the employees of the employer save and except elected officials of UNIFOR Local 27 and employees covered under any other collective agreement.

### **ARTICLE 2 - UNION SECURITY**

- 2.01 UNIFOR Local 27 agrees that all employees upon attaining seniority shall become members of the Union and shall maintain membership as a condition of employment.

  When interviewing employees UNIFOR Local 27 will inform them of this requirement.
- 2.02 UNIFOR Local 27 agrees to forward initiation fees and dues to the office of the Union monthly and retroactive to the employee's first day of hire, along with a list of employees that dues were deducted from.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the right of Local 27 to hire, terminate, promote, transfer, demote and lay-off employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.
- 3.02 The Union further recognizes the right of UNIFOR Local 27 to operate and manage its operation in all respects, and to maintain order and efficiency.
- 3.03 The Union further acknowledges that Local 27 has the right to make and alter from time to time rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the provisions of this agreement.

## **ARTICLE 4 - HOURS OF WORK**

4.01 Each full-time employee shall work six and one-half (6½) hours per day for four (4) days a week and one (1) day at six (6) hours with one-half (½) hour for lunch daily, unless a full-time employee elects to work 26 hours as per Letter of Understanding #3.

There shall be a lunch period at a predetermined time to be changed for convenience and by request only.

Employees may elect to work 26 hours or 32 hours under the following conditions:

- Employees must declare whether they wish to work 26 or 32 hours per week.
- Once declared, the employee may revert back to 32 or 26 hours, provided they give a notice of at least one month.
- The Employer reserves the right to schedule the days and working hours of all employees.
- 4.02 Overtime by proper authority as follows:

Monday to Friday - one and one-half (1½) the regular rate.

Saturday - one and one-half  $(1\frac{1}{2})$  the regular rate.

Sundays - double time the regular rate.

- (a) Employees called in outside regularly scheduled hours shall be entitled to four (4) hours straight time or the applicable rate for all hours worked whichever is the greater.
- (b) Employees shall have the right to refuse overtime.
- 4.03 If an employee is required to work overtime, a minimum of three (3) hours beyond quitting time then the employee shall be given a meal allowance of ten dollars (\$10.00).

## **ARTICLE 5 - PAID HOLIDAYS**

5.01 Full-time employees shall be given the following holidays without deduction of pay. Full-time employees paid Holidays will mirror the paid holidays of Unifor Local 27 officers and to include the following:

Employee's Birthday	Good Friday	Friday before Victoria Day
Victoria Day	Canada Day	Civic Holiday
Friday before Labour Day	Easter Monday	Labour Day
Friday before Thanksgiving Day	Thanksgiving Day	

and any holiday proclaimed by federal, provincial or municipal government.

Full-time employees will be paid for the complete shutdown of the office between Christmas and New Year's with dates to be agreed upon by both parties.

Seven (7) floating holidays over the term of the Agreement to be taken at a mutually convenient time.

Two (2) personal floating holidays per year of this agreement. Overtime required by proper authority shall be paid at double the employees regular rate in addition to the holiday pay. 5.02 If such holiday falls on a day which is not a regular working day, the first working day thereafter will be considered the holiday.

All full-time employees must work the work day previous and the work day after to be paid for the holiday unless on a bonafide sick leave or leave of absence.

## **ARTICLE 6 – UNIFOR LOCAL 27 BUSINESS**

Employees required to go out of town on the business of UNIFOR Local 27 will be paid 6.01 for the full day at the appropriate rate, plus expenses (as per Local Union By-Laws) for each day spent out of town.

## **ARTICLE 7 - UNION LABEL**

- All typewritten work performed in the office of UNIFOR Local 27, for UNIFOR Local 7.01 27 will bear the Local 343, COPEU Union Label and all work shall be performed by a member of Local 343, COPEU, subject to the seniority clause.
- Work that is normally performed by a bargaining unit member shall not be performed by 7.02 persons outside the bargaining unit.

### ARTICLE 8 - VACATIONS

Full time employees will become eligible for vacation based on seniority acquired with 8.01 UNIFOR Local 27, in the calendar year, as follows and will earn vacation entitlement each year beginning January 1st and ending December 31st.

Under six (6) months service Over six (6) months service but less than one year - two (2) weeks with full pay. Over one (1) year service Over six (6) years service Over twelve (12) years service

Over twenty (20) years service

- one (1) week with full pay.

- three (3) weeks with full pay.

- four (4) weeks with full pay.

- five (5) weeks with full pay. - six (6) weeks with full pay.

- An employee leaving the service of UNIFOR Local 27 who has not received his vacation 8.02 shall be entitled to his vacation pay on a pro-rata basis.
- 8.03 Vacations not taken in any one year shall not be accumulative. If for any reason, an employee is unable to take a scheduled vacation, that employee may re-schedule said vacation to a time mutually agreed upon between UNIFOR Local 27 and the employee concerned. Vacations must be completed prior to December 31st of the current year.
- When one or more statutory holiday falls within the employee's vacation period, the 8.04 employee shall be entitled to one extra day's vacation with pay for each such holiday.

8.05 Full-time employees shall receive a vacation bonus of \$400.00 per year payable at time of vacation (office shutdown).

#### **ARTICLE 9 - SENIORITY**

- 9.01 Seniority for full time employees shall be accumulated on the basis of service in any office UNIFOR Local 27 and shall be accorded to all full-time employees at the completion of a probationary period of sixty (60) calendar days effective from the date of hiring.
- 9.02 Whenever it becomes necessary to decrease the work force the employees with the least seniority shall be laid off providing the senior employee is able and willing to do the work available.
- 9.03 Seniority service records shall be considered broken when an employee voluntarily leaves the service of UNIFOR Local 27 or is discharged with just cause. The seniority status of an employee granted leave of absence shall be retained and shall continue to accumulate.
- 9.04 An employee laid-off in reduction of staff covered by this contract shall accumulate seniority during lay-off and shall be recalled in accordance with seniority, provided however, the employee has not been laid-off for a period equal to the seniority he or she has acquired at the time of the beginning of such lay-off and providing the employee is qualified to do the work available.
- 9.05 Employees with more than one-year service shall be given notice of lay-off as per legislation. Notice of lay-off will be provided in writing.
- 9.06 Laid off employees will be entitled to health and welfare benefits for a period of six (6) months following lay-off.

#### ARTICLE 10 - DISCRIMINATION & HARASSMENT

10.01 Local 27 will provide a harassment free workplace.

#### ARTICLE 11 - PARENTAL LEAVE

- 11.01 UNIFOR Local 27 will grant a leave of absence not to exceed eighteen (18) months in the event of maternity. Seniority shall accumulate during such leave.
- 11.02 Employees will receive no salary for the first two [2] weeks of leave but will receive a lump sum payment equivalent to two weeks employment insurance.

## ARTICLE 12 - AUTHORIZED DECISIONS

12.01 The President or whomever is designated in his/her absence shall be in charge on behalf of UNIFOR Local 27 and shall issue all final orders affecting employees.

## ARTICLE 13 - UNION ACTIVITY AND LEAVE OF ABSENCE

- 13.01 *Jury Duty*: UNIFOR Local 27 agrees to make up the difference between jury pay and/or witness pay and an employee's normal pay at base rate when such employee is called for jury duty or subpoenaed to appear as a witness for the crown.
- 13.02 Bereavement: In case of death in the family, employees shall be given without loss of wages, a minimum of three (3) working days for, spouse, children, mother, father, sisters, brothers, mother-in-law, father-in-law, half brother, half sister, step-mother, step-father, step children, brother-in-law, sister-in-law and grandchildren, grandparents, daughter-in-law and son-in-law. Employees shall be entitled to one day to attend the funeral of a colleague or friend, without pay, and grandparents-in-law with pay.

#### 13.03 Union Business

- (a) Time off with pay will be granted during normal working hours for two employees for the purpose of collective bargaining with the employer.
- (b) Reasonable time off shall be granted and a continuance of pay will be paid by Unifor Local 27 for union duties associated with this bargaining unit. COPE Local 343 agrees to reimburse for any union leave requested, provided invoices from the employer are submitted within one (1) year of the date of the union leave.
- 13.04 Leave of absence without pay for any other reasons where mutually agreed upon between UNIFOR Local 27 and employee shall not affect seniority.

### ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 At the request of either party to this agreement meetings between the union grievance chairperson and the representative of UNIFOR Local 27 shall be held.

Should any difference arise between the employees and UNIFOR Local 27 as to the meaning or application of this Agreement, the Union agrees that no cessation of work shall take place until the following procedure has been carried out.

**Step 1 -** The matter shall be referred in writing by the employee or employees involved to the grievance Chairperson who shall take the matter up with UNIFOR Local 27 representatives.

- **Step 2** Failing settlement in Step 1, after the expiration of 48 hours falling within the normal work week, the grievance committee shall take the matter up with UNIFOR Local 27 representatives.
- **Step 3** Failing settlement in Step 2, the matter shall be referred to an Arbitrator to be named by mutual agreement. If no agreement can be reached the Ministry of Labour for the Province of Ontario shall be asked to appoint a chairperson.

The cost of said Arbitration to be divided equally between UNIFOR Local 27 and the Union.

The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.

UNIFOR Local 27 will pay the lost time for the union grievance Chairperson to attend arbitration.

#### ARTICLE 15 - HEALTH AND SANITATION

15.01 UNIFOR Local 27 shall make all reasonable provisions for the safety and health of the employees during working hours and the Union may from time to time bring to the attention of UNIFOR Local 27 any suggestions regarding improvement of conditions of work.

A first aid kit shall be kept as standard equipment for emergency use in the office.

## **ARTICLE 16 - SICK LEAVE**

- 16.01 The Employer agrees to allow all full-time employees twelve sick days per year with pay. Illnesses which extend beyond three (3) consecutive working days may require medical documentation. Any cost associated with the Employer's request for medical documentation will be paid by the Employer. Employees will be paid fifty percent (50%) of any unused days at the end of the year.
- 16.02 Full time employees will be covered under a personal Sickness and Accident policy. Coverage to consist of:
  - (a) Accidental Death and Dismemberment \$25,000.00
  - (b) Weekly Indemnity 663/3% of the employee's weekly wage based on the average hours worked in the preceding 12 weeks. If the insurance carrier's maximum is less than 663/3% of the employee's weekly salary, the employer will top up to 663/3%.
  - (c) Long Term Disability Benefit as per Benefits by Design benefit package increase coverage to cover salary requirements under this collective agreement, including COLA

Updated benefit booklets will be provided to all employees.

### **ARTICLE 17 - BENEFITS**

- 17.01 UNIFOR Local 27 agrees to pay the full applicable cost of the following benefits for all full-time employees:
  - (a) Ontario Hospital Insurance Plan Employer's Health Tax
  - (b) Group Life and Accidental Death and Dismemberment insurance \$25,000.00
  - (c) Dental Care Benefit 50% of major dental to a maximum of \$2100.00 per year in the first year of the agreement. Plan to provide major and basic coverage.
  - (d) Out of Province coverage
  - (e) Semi Private Accommodation
  - (f) Vision care Employees will be covered up to a maximum of \$325 every two years. Such amount will be used for glasses and eye exams.
  - (g) Drug plan as per Standard Life agreement. The Employer will pay the difference between the benefit level set out in the collective agreement and the coverage provided by the insurance carrier in the event that an employee cannot take a generic drug or alternative drug than prescribed. In the event an employee requires forms filled by a doctor in order to obtain approval for conditional drugs, the employer agrees to reimburse employees for the cost of the form.

All benefits as per agreement between Standard Life and Local UNIFOR Local 27. See Letter of Understanding #2.

- 17.02 The Employer will provide fully paid coverage, where requested by the employee, for the above benefits.
- 17.03 Upon retirement at age 60 or later and when requested by the employee, the Employer will continue benefits e.g. life insurance, AD&D, Health and Dental with Benefit By Design (BBD).
- 17.04 Local 27 shall provide coverage for vision care to a maximum of \$250.00 every twenty-four (24) months to age 70 for existing employees.

  Local 27 will provide increased dental and vision care as well as a paid up \$15,000.00 life insurance plan.

### **ARTICLE 18 - PENSION**

18.01 Local 27 will increase the Canada-wide Industrial Pension Plan (CWIPP) contributions to \$26.00, times years of service for all past, present and future full-time members of the bargaining unit. Effective October 1, 2007 contributions will increase to \$30.50. Effective October 1, 2008, contributions will increase to \$31.00. Effective October 1, 2009, contributions will increase to \$31.50.

All monies deposited prior to this date shall be attributed to and administered by employees.

18.02 Full time employees hired after December 8, 2011 will not be enrolled in the CWIPP, but the employer will make a contribution of 10% of their gross salary on their behalf to a self-directed RRSP.

### ARTICLE 19 - RIGHTS AND PRIVILEGES

19.01 Any rights at present enjoyed by the employee will remain unchanged during the life of this agreement unless changed by mutual consent subject to the conditions of this agreement.

### ARTICLE 20 - CLASSIFICATIONS AND RATE OF PAY

#### 20.01 Full-Time Classifications

Bookkeeper/Accounting \$39.40/hr

Administrative Support \$39.01/hr

New full-time employees starting rate will be 90% of the above for the first year of employment, 100% at two years.

## 20.02 Part-time Hourly Rate (effective October 1st each year):

	2023 (2%)	2024 (2%)	2025 (2%)
Start	\$21.65	\$22.08	\$22.53
Probation (214 hrs)	\$22.19	\$22.63	\$23.08
428 hours	\$22.74	\$23.19	\$23.65
642 hours	\$23.28	\$23.74	\$24.22
856 hours	\$23.82	\$24.29	\$24.78

A part-time employee's seniority shall be calculated on hours worked. Part-time employees shall be requested to work, based on seniority, provided the part-time employee is capable of performing the required duties of a position.

Part-time employees who pass probation shall receive an additional 10% of their hourly rate in lieu of holidays, bereavement, sick leave, Article 17 - Benefits, RRSP and COLA. If a part-time employee is hired to fill any full-time vacancy for three months or longer, they shall then be considered as permanent full-time. Part-time employees' seniority and recall rights shall cease if the employee is inactive for a period equal to their accumulated seniority.

All regular part time employees shall receive vacation pay as follows:

Start	4% of earnings
After 1650 hours worked	6% of earnings
After 8250 hours worked	8% of earnings
After 21,450 hours worked	10% of earnings
After 36,300 hours worked	12% of earnings

### ARTICLE 21 - PAY DAY

21.01 It is agreed that wages will be paid on the Wednesday following the week worked, or earlier, at the discretion of management.

### ARTICLE 22 - JOB POSTINGS AND VACANCIES

22.01 All vacancies shall be posted for not less than five working days. The vacancy shall be awarded to the most senior applicant who is capable of performing the duties. The posting shall indicate whether it is part-time or full-time and permanent or temporary. A temporary position and duration of the job shall not be more than three months unless otherwise mutually agreed by both parties.

## **ARTICLE 23 - COST OF LIVING**

23.01 COLA increase will mirror the COLA increases of the officers of Local 27, and will continue on a quarterly basis.

## ARTICLE 24 - ANNUAL LUMP SUM PAYMENT

24.01 All active employees on the payroll will receive the following lump sum payments:

2024	\$1,500.00
2025	\$1,500.00
2026	\$1,500.00

## **ARTICLE 25 - TRAINING**

24.01 The Employer will pay for any training requested by the Employer in relation to work of the Employer.

## ARTICLE 26 - TERM OF AGREEMENT

iamdistrict78

25.01 The Union and Unifor Local 27, mutually agree that the agreement shall be effective from October 1, 2023 to September 30, 2026, and thereafter from year to year unless written notice of revision or cancellation is given by either party to the other party by registered mail at within the last ninety (90) days of its operation in any yearly period. Within ten days after receipt of such notice, the parties to the agreement shall commence negotiations during which period this agreement shall continue to full force and effect.

SIGNED on this 24 <sup>1</sup> day of	OCTOBER , 2023.
On behalf of:	
UNIFOR LOCAL 27	CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION, LOCAL 343
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In the event the Employer terminates its operations it is agreed that they shall negotiate with the Union a reasonable severance package for all employees of the bargaining unit.

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The Employer agrees to increase the chiropractic service from \$400.00 per year to \$500.00 per year including dependents.

The maximum of \$500.00 per year shall include the chiropractic service as outlined in the current benefit package. The total combined chiropractic service and massage therapy is \$500.00 per year.

**UNIFOR LOCAL 27** 

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION, LOCAL 343

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This letter of Understanding applies to employees on staff as of October 2007 and does not apply to employees hired hereafter.

It is agreed that any current full-time employees, as of December 2011, who have their hours reduced by the employer will continue to receive full-time benefits.

Part-time employees are covered under the terms of the collective agreement save and except for Article 9 - Seniority.

Part-time employees are defined as employees working less than twenty-six (26) hours per week at any time, unless otherwise stipulated.

Part-time employees shall serve a probationary period of two-hundred-and-fourteen hours in any twelve-month period.

No full-time employee will be laid-off while a part-time employee is working provided that it is otherwise mutually agreed.

All overtime shall be offered to full-time employees first prior to offering part-time employees any hours on Saturday, Sunday or holiday.

The total number of hours accumulated by part-timers in any twelve-month period shall not exceed 1100 hours in any twelve-month period unless mutually agreed otherwise.

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2023-2026

**UNIFOR Local 27** 

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Re: Cell Phone

The Employer agrees to pay up to \$70.00 for the full-time employees' cell phone bill on a monthly basis.

**UNIFOR LOCAL 27** 

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION, LOCAL 343

Down Status

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