



# **COLLECTIVE AGREEMENT**

- between -

**UNIFOR LOCAL 414**  
(hereinafter referred to as the Employer)

- and -

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION, LOCAL 343**  
(hereinafter referred to as the Union)

February 1, 2023 to January 31, 2026

## TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION .....	4
ARTICLE 2 – UNION SECURITY .....	4
ARTICLE 3 – NO STRIKE – NO LOCKOUT .....	4
ARTICLE 4 – MANAGEMENT RIGHTS .....	4
ARTICLE 5 – NO DISCRIMINATION/HARASSMENT IN THE WORKPLACE .....	5
ARTICLE 6 – SENIORITY AND JOB POSTING .....	6
ARTICLE 7 – JOB ELIMINATION .....	7
ARTICLE 8 – LAY OFF AND RECALL PROCEDURE .....	7
ARTICLE 9 – DISCHARGE AND TERMINATION .....	7
ARTICLE 10 – GRIEVANCE PROCEDURE .....	8
ARTICLE 11 – UNION LABEL .....	9
ARTICLE 12 – HEALTH AND SAFETY .....	9
ARTICLE 13 – TECHNOLOGICAL CHANGE .....	9
ARTICLE 14 – HOURS OF WORK AND OVERTIME .....	9
ARTICLE 15 – PAID HOLIDAYS .....	10
ARTICLE 16 – VACATIONS .....	11
ARTICLE 17 – SICK LEAVE AND LEAVE OF ABSENCE .....	12
ARTICLE 18 – FUNERAL LEAVE .....	14
ARTICLE 19 – UNION BUSINESS .....	15
ARTICLE 20 – JURY DUTY OR COURT ATTENDANCE .....	15
ARTICLE 21 – RRSP .....	15
ARTICLE 22 – LIFE INSURANCE, AD&D INSURANCE, VOLUNTARY .....	16
ARTICLE 23 – CALL-IN PAY .....	17
ARTICLE 24 – WAGES .....	17

ARTICLE 25 – EDUCATION .....	17
ARTICLE 26 – LAYOFF ALLOWANCE.....	17
ARTICLE 27 – GENERAL PROVISIONS .....	18
ARTICLE 28 – SUBSTANCE ABUSE .....	19
ARTICLE 29 – APPOINTMENT POLICY .....	20
ARTICLE 30 – DURATION OF AGREEMENT .....	20
APPENDIX “A” .....	21

## **PREAMBLE**

It is agreed by the parties to this agreement that UNIFOR, Local 414 is an independent employer from UNIFOR National and that no working or practices of the National Office or National Clerical Agreement are applicable to the Local 414 Clerical Agreement or Local 414's operational policies or procedures except as strictly defined by this agreement.

Both parties being desirous of maintaining a harmonious relationship between themselves for the purpose of promoting the best interest and fraternal relations and for the purpose of defining their mutual rights and obligations, in a fair and reasonable manner, do agree as follows:

## **ARTICLE 1 - RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all office and clerical employees in the offices of the Employer, save and except employees covered by the staff representatives union agreement, temporary employees.

## **ARTICLE 2 - UNION SECURITY**

- 2.01 It is a continuing condition of employment with UNIFOR, Local 414 that all employees covered by this Agreement shall be and remain good standing members of the Union.
- 2.02 Current permanent full-time employees in the bargaining unit will not be displaced because of contracting out of bargaining unit work or because of other employees performing bargaining unit work.
- 2.03 It is recognized that the Employer may employ temporary employees who shall not supplant permanent bargaining unit employees. Temporary employees shall be informed at the time of their employment that they are hired on as temporary. The Unit Chair shall be informed in writing of the name of the temporary employee and of the nature and duration of the work the temporary employee has been hired to perform.
- 2.04 Union dues shall be deducted by check-off and submitted to Local 343 COPE monthly.

## **ARTICLE 3 - NO STRIKE - NO LOCKOUT**

- 3.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 3.02 Employees shall not be required to handle struck work or work destined for struck departments or work of other COPE units that are on strike.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The employer has the right to hire and to discharge, for just cause (Article 7), and to manage the affairs of the office and to direct the working efforts subject to the terms of this Agreement. Such management functions shall be:
  - a. To determine the work schedules, the location of work, and the significance and priority of work.

- b. To maintain discipline of employees including the right to make reasonable rules and regulations provided, however, that any dispute as to the reasonableness of such rules and regulations, or any dispute involving claims of discrimination against any employee in the application of such rules and regulations shall be subject to the Grievance Procedure of this agreement.
- c. The Union also recognizes that certain functions and activities of the UNIFOR Local 414 are confidential and all employees of UNIFOR Local 414 are pledged to keep business, documents, records, letters, etc. of the Local 414 confidential.
- d. No cell phones during working hours, use on lunch and breaks only.

## **ARTICLE 5 - NO DISCRIMINATION/HARASSMENT IN THE WORKPLACE**

- 5.01 UNIFOR Local 414 will continue its policy as it has in the past of no discrimination regardless of race, colour, religion, age, sex, national origin, citizenship, political beliefs, sexual orientation, handicap and/or other such factors as set forth in applicable human rights laws.
- 5.02 UNIFOR Local 414 and Local 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 ten (10) 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.

- 5.03 Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects. Harassment, by co-workers in particular, is contrary to our basic union principles of solidarity and equality.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, family status, sexual preference, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as an unwelcomed action by any person, in particular, by management, customer or member and/or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

Unwelcome or unwanted in this context means any actions which the harasser knows or ought reasonably to know are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of a sexual nature, such as remarks about appearance or personal life, offensive written or visual actions, like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

By pitting certain groups of workers, such as women or ethnic minorities, against others, harassment creates a climate of intolerance and division among the membership. By eroding our unity and strength, it can weaken our effectiveness in the workplace, at the bargaining table or on the picket line.

#### 5.04 **Human Rights and Harassment**

Unifor Local 414 and the Union agree that discrimination and/or harassment of any person because of age, race, nationality, disability, family status, religion, gender, sexual orientation, gender identity, gender expression, activism and participation in the staff union, or any other protected ground under human rights legislation, is absolutely prohibited.

5.05 Every person has the right to be treated with dignity and respect as a fundamental basis of a working relationship and to work in an environment free from any form of discrimination and/or harassment, whether personal and/or sexual in nature, and/or based on any prohibited grounds.

5.06 Unifor Local 414 and the Union agree to co-operate to expeditiously resolve all complaints of discrimination and/or harassment which arise in the workplace. A complainant wishing to file a formal complaint of discrimination and/or harassment may either initiate a grievance as per the grievance procedure or file a written complaint. Action contravening the existing Workplace Anti-Violence, Harassment and Sexual Harassment Policy of Unifor Local 414 will constitute grounds for discipline.

5.07 Complaints of discrimination and/or harassment shall be treated seriously so as to protect the confidentiality of the complainant. The parties agree in the event of a formal complaint of discrimination and/or harassment a thorough joint investigation will take place.

5.08 No employee shall be suspect to reprisal, threat of reprisal or discipline as a result of raising any complaint of discrimination and/or harassment of any kind in good faith.

### **ARTICLE 6 - SENIORITY AND JOB POSTING**

#### 6.01 *Seniority*

UNIFOR Local 414 shall maintain a seniority list showing the employees job classification and date upon which, each employee service is commenced. A copy sent to the Union and shall be kept up-to-date by the Employer and will supply any such additional information thereto to union representatives upon request.

6.02 a) Seniority shall be accumulated on the basis of length in service of the employer and shall be credited to each employee on the completion of a probationary period of six (6)

months, effective from the first day of employment.

- b) In promotions and lay-offs and recall, seniority shall be the only consideration subject to the employee's ability to perform satisfactorily the work required.
- c) Seniority shall be considered broken when an employee voluntarily leaves the service of the employer or is discharged for just cause. The seniority status of an employee who is laid-off, or granted leave of absence, shall be retained and continue to accumulate for a maximum of twelve (12) months. This clause shall not apply to temporary employees.

#### **6.03 *Job Postings***

An employee from within the bargaining unit who accepts a position excluded from the scope of this agreement shall be entitled, unless discharged from just cause, to return to a position in the bargaining unit, provided he/she has the seniority that would entitled him/her to a bargaining unit position and provided work he or she is qualified to perform is available. As of the date of return to the bargaining unit, he/she shall be credited with full continuous service for seniority purposes under this agreement.

- 6.04 a) Applicants shall be notified, in writing, within fifteen (15) working days of the closing of the job posting of the Employers decision with regard to filling the vacancy with the successful applicant.
- b) Where the vacancy involves a promotion, there shall be a trial period of up to sixty (60) working days during which the successful bidder may elect to return to his/her former job or may be returned to his/her former job because of inability to satisfactorily perform the duties of the job. Any dispute regarding ability to do the work shall be subject to the grievance procedure.

- 6.05 Job posting(s) shall indicate the classification, rate of pay, hours and days of work. A copy of such posting shall be given to the Union Steward.

### **ARTICLE 7 - JOB ELIMINATION**

- 7.01 Jobs may be eliminated from the bargaining unit only because of lack of work, and there will be no lay-off of current members of the bargaining unit hired on or before October 1, 2000 for at least 3 years from the date of signing.

### **ARTICLE 8 - LAYOFF AND RECALL PROCEDURE**

- 8.01 Employees on layoff shall not be covered by the above insurance if they obtain employment and are covered by their new employer.

### **ARTICLE 9 - DISCHARGE AND TERMINATION**

- 9.01 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 an employee has been discharged, or disciplined unjustly, or unreasonably, the claim shall be subject to the Grievance and Arbitration procedure provided in Article 8.

- b) Except for reductions in staff, or other justifiable reason, the employer shall not discharge an employee unless her work has proved unsatisfactory. Employees whose standard work is not up to par shall be notified in writing, and the standard of work expected of them explained to them in detail.
- c) Except in cases of dishonesty, or gross insubordination, an employee shall receive three (3) letters of warning, prior to discharge. The employer will have three (3) working days after the violation to call a meeting with the employee and their representative and must issue the letter of warning within one (1) further working day. The employee will then have three (3) working days to file a grievance against the letter. The first letter to be a warning, the second letter to invoke some disciplinary action and the third letter to be a notice of discharge. In the event an employee's service is satisfactory for four (4) months following receipt of letter #1, or six (6) months following receipt of letter #2, the warning letter will be removed from the record. These letters shall be for a continuing offense and subject to the Grievance Procedure.
- d) Employees with more than one (1) months service shall be given two (2) weeks' notice of discharge, or two (2) week's pay in lieu thereof except in cases of dishonesty or gross insubordination. Employees terminating their employment must give two (2) weeks' notice.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 Any differences concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

- **Step 1**  
The employee concerned may, in the presence of a witness if desired, discuss a grievance with the President in an attempt to settle the dispute.
- **Step 2**  
Failing satisfactory settlement at Step 1, the griever and a representative of the Union shall present and discuss the grievance, which shall be in writing, with the President or his appointee, who shall render his decision, in writing, within seven (7) working days after the meeting.
- **Step 3**  
Failing satisfactory settlement at Step 2, the griever and representative of the Union shall present the grievance to the President, who shall render a decision, in writing, within seven (7) working days.
- **Step 4**  
Failing satisfactory settlement at Step 3, the Union may refer the grievance to an Arbitrator mutually agreed to by the employer and the Union. The grievance shall be submitted within thirty (30) days.
- The decision of this 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 two (2) parties cannot agree on the Arbitrator, the Minister of Labour for the Province of Ontario shall be asked to appoint an Arbitrator.

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

## **ARTICLE 11 - UNION LABEL**

11.01 The employer agrees that the members of Local 343 may use their union label on office correspondence.

## **ARTICLE 12 - HEALTH & SAFETY**

12.01 The employer shall make all reasonable provisions for the safety and health of employees during working hours. The Union may, 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. The current practice of safety and health committees shall be continued.

## **ARTICLE 13 - TECHNOLOGICAL CHANGE**

13.01 In the event that the employer should introduce new methods and machines, no employee in the bargaining unit shall be displaced because of this technological change, providing these employees are full-time.

13.02 Both parties recognize the importance of lessening as much as reasonably possible the effects of technological change upon the job security and the earnings of employees who may be displaced from their jobs as a result of such changes.

13.03 The Employer agrees as far in advance as possible before the installation of equipment which will affect employment status, to meet and discuss with the union committee any technological changes and to provide the committee with data regarding the proposed installation.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

### **14.01 *Hours of Work***

The Administrative Assistant regular hours of work for the office will be eight (8) hours per day, forty (40) hours a week, within the period of 8:00 am to 6:00 pm, Monday to Friday inclusive, with a half (½) hour for lunch daily.

The Executive Assistant hours of work for the office will be eight (8) hours per day, forty (40) hours a week, starting at 7:00 am, Monday to Friday inclusive, with a half (½) hour for lunch daily.

- 14.02 The regular work week shall begin Monday and terminate Friday.
- 14.03 Employees shall be entitled to one 15-minute rest period each morning and afternoon at a time or times to be arranged mutually between the employer and the employees.
- 14.04 Employees must fill out a weekly worksheet showing the hours they worked during the week and hand it in every Friday.
- 14.05 ***Overtime Provisions***  
Time and one-half shall be paid for overtime worked after eight (8) hours of actual work in any one day or after 40 hours per week and for all work performed on Saturday. Regular starting times shall not be changed by UNIFOR Local 414 to avoid the payment of overtime. In cases involving tardiness, the starting time shall be the time of reporting for work and the tardiness shall not be considered as sick leave.
- Executive Assistant time and one-half will be paid after eight (8) hours per day or after (40) hours per week.
- 14.06 Double time shall be paid for all work performed on Sunday.

## **ARTICLE 15 - PAID HOLIDAYS**

- 15.01 Employees shall be paid for the following holidays:

### **2023**

Family Day	Monday, February 20
Good Friday	Friday, April 7
Easter Monday	Monday, April 10
Friday before	Friday, May 19
Victoria Day	Monday, May 22
Friday before	Friday, June 30
Canada Day	Monday, July 3
Friday before	Friday, August 4
Civic Day	Monday, August 7
Friday before	Friday, September 1
Labour Day	Monday, September 4
Friday before	Friday, October 6
Thanksgiving Day	Monday, October 9
Christmas Holidays	Saturday, December 23 to December 30 inclusive Saturday, December 30 to January 6 inclusive

**2024**

Family Day	Monday, February 19
Good Friday	Friday, March 29
Easter Monday	Monday, April 1
Friday before	Friday, May 17
Victoria Day	Monday, May 20
Friday before	Friday, June 28
Canada Day	Monday, July 1
Friday before	Friday, August 2
Civic Day	Monday, August 5
Friday before	Friday, August 30
Labour Day	Monday, September 2
Friday before	Friday, October 11
Thanksgiving Day	Monday, October 14
Christmas Holidays	Saturday, December 23 to December 27 inclusive Saturday, December 30 to January 3 inclusive

**2025**

Family Day	Monday, February 17
Good Friday	Friday, April 18
Easter Monday	Monday, April 21
Friday before	Friday, May 16
Victoria Day	Monday, May 19
Friday before	Friday, June 30
Canada Day	Monday, July 1
Friday before	Friday, August 1
Civic Day	Monday, August 4
Friday before	Friday, August 29
Labour Day	Monday, September 1
Friday before	Friday, October 10
Thanksgiving Day	Monday, October 13
Christmas Holidays	Saturday, December 22 to December 26 inclusive Saturday, December 29 to January 2 inclusive

Any work performed on these holidays must be authorized in advance and shall be paid for at double time. This will be in addition to the regular pay for the holiday.

**ARTICLE 16 - VACATIONS**

16.01 Employees shall be entitled to vacations each Calendar year with pay in accordance with 16.02 of this Article.

- a) There shall be two (2) mandatory weeks of vacation "in July and August, selected by seniority.

The choice of the remaining holiday dates shall then be by seniority.

**16.02 Years of Service allowance**

**Vacation**

Less than one year	1¼ days for each month worked
One but less than 5	3 weeks
5 but less than 10	4 weeks
10 but less than 15	4½ weeks
15 but less than 20	5 weeks
20 years and over	6 weeks

- 16.03 Years of service of an employee shall be computed on the Anniversary date of his or her employment. After the first year of service, vacation may be scheduled in anticipation of the anniversary date of employment.
- 16.04 When a paid holiday falls within an employee's vacation period the employee shall be entitled to an extra days' vacation pay for each such holiday.
- 16.05 As far as possible, vacations will be scheduled between January 1<sup>st</sup> through to December 31<sup>st</sup> of one year to fit in with the plans of employees, but the President shall have the right to make the final decision in line with the work requirements at the time. All carry over vacations days or dates that have been approved by the President must be used by February 28<sup>th</sup> of the following year. One (1) week vacation carried over, any other vacation weeks not taken to be paid out.
- 16.06 It is understood that except in a case of extreme emergency, an employee shall take each year the vacation to which he or she is entitled. However, if a vacation is not taken because of the Employers request, the vacation credit shall be cumulative and shall apply at a later date.
- 16.07 The Employer agrees that upon written request from the employee, vacation pay shall be paid to such employee prior to his or her vacation period.
- 16.08 Employees eligible for Salary Continuation and/or Sickness and Accident insurance shall receive full credits toward vacation. Employees receiving Extended Disability Benefits shall not receive credits toward vacation unless they return to work, in which case the vacation allowed will be prorated upon the basis of the number of months worked in the calendar year in which they return to work. Employees on personal leaves beyond three (3) months shall not accumulate credits towards vacation. Employees on maternity leave, who have at least one year seniority, shall accumulate vacation credits while on such leave.
- 16.09 Employees who have one (1) or more years of seniority as of June 1<sup>st</sup>, each year shall be given a Christmas - New Year's shutdown a special bonus of one (1) full week's pay paid on December 1<sup>st</sup>. Employees who are entitled to less than one (1) full week shall have the bonus prorated.

**ARTICLE 17 - SICK LEAVE AND LEAVE OF ABSENCE**

- 17.01 Employees will be granted time-off without pay when necessary to perform union duties by mutual agreement. Any request for personal leave, without pay, will not unreasonably be denied. All leaves of absence must be requested in writing.

**17.02 *Special Leave***

Special leave of absence shall be granted without pay up to a maximum of ten unpaid days per calendar year in the event of illness in the employee's immediate family (child, spouse/partner, parent).

**17.03 *Pregnancy & Parental Leave***

a) Employees with at least twenty (20) weeks service are entitled to pregnancy leave. The employer will pay their benefits and their seniority will accumulate during the pregnancy leave, in accordance with Employment Standards Act.

**17.04 *Vacation Entitlement***

An employee having a leave of absence for a period not greater than three (3) months shall retain full vacation, sick leave, and all other benefits for the year in which such leave of absence was taken and shall be returned to work in the same classification and job wherever possible with full retention of seniority rights and at the prevailing rate of pay except as otherwise provided in this Agreement.

**17.05 *Sick Leave and Disability***

Employees with **ten (10) or more years** of service shall be entitled to illness leave up to one (1) year.

17.06 Salary continuation for illness and injury with acceptable medical evidence, will be paid in all cases, at 100% pay the day after three (3) days absence paid under minor sick. The duration of salary continuation is based upon the employee's seniority as follows:

6 months probation up to five years: employee will receive four (4) weeks at 100%

Five years up to ten years: employee will receive eight (8) weeks at 100%

Ten (10) or more years: employee will receive sixteen (16) weeks at 100%

Employees hired after February 1<sup>st</sup>, 2023, who have completed their probation and/or employees with less than ten (10) years of service, if they are still off on illness leave after the salary continuation has finished, the employee will have to apply for E.I. benefits for the remainder of their illness leave.

17.07 With acceptable medical evidence, employees with ten (10) or more years of service will be paid seventy percent (70%) of their weekly pay, beginning the (17<sup>th</sup>) seventeenth week through to the end of the (52<sup>nd</sup>) fifty-second week. Salary continuation if applicable, benefits, will not exceed a duration of fifty-two (52) weeks for any one illness.

17.08 Employees on or returning from a sick leave of absence of thirty (30) days or more may be required to undergo an examination by another physician to determine the employees ability to return to work. Such decisions are subject to the grievance procedure and an examination by an impartial doctor mutually agreed to and paid for by Unifor Local 414.

Where Unifor Local 414 requests a doctor's report Unifor Local 414 will pay the cost of such report.

- 17.09 Commencing after fifty-second (52<sup>nd</sup>) week, employees with more than ten (10) year of service will be covered for extended disability benefits for the duration of their disability or until the age of sixty-five (65) at sixty-six and two thirds (66 2/3%) of their weekly pay. Employees on disability leave of absence, including extended disability shall be covered for Life Insurance, Accidental Death and Dismemberment, and hospital surgical medical premiums for the duration of the leave.

Any employee who is absence from work during any calendar year while on an approved disability leave shall receive credited service under the RRSP for forty (40) hours for each complete calendar week of such absence during such year, provided that such employee shall receive pay from Unifor Local 414 during that year for at least three hundred and twenty (320) hours worked.

17.10 ***Minor Sick & Personal Leave***

It is understood this leave clause shall be interpreted in the following manner: ten (10) sick days per year shall be allowed for personal reasons or illness. Unused minor sick days will be paid out on December 15<sup>th</sup> for the year. The ten (10) days leave shall be excluded from Salary Continuation and Sickness and Accident coverage.

An employee obtaining seniority within the calendar year shall have their minor leave days prorated from their seniority date for the balance of the year.

As provided in this Article, employees who are on sick leave of absence would be credited with up to three (3) months towards these minor leave days, provided they return to work within the year in which the sick days are credited: ie January 1 to December 31.

## **ARTICLE 18 - FUNERAL LEAVE**

- 18.01 Upon the death of a member of the employees immediate family (spouse, common-law spouse, same sex spouse, children, grandchildren, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, adopted child, adoptive parents, stepparents, stepchildren, stepbrothers, and stepsisters, half brothers and half sisters, grandparents and grandparents of spouse, and divorced spouse where minor children are involved), an employee will be granted a leave of absence with full pay and accumulative seniority for a period up to five (5) working days.

In the event of death in the immediate family while an employee is on vacation, funeral leave shall be granted upon notification to UNIFOR Local 414 and this leave shall be excluded from the vacation period. Mutually agreeable arrangements between UNIFOR Local 414 and the employee shall be made to complete the employee's vacation schedule.

- 18.02 Employees will be allowed reasonable time off to attend the funeral of a co-worker and personal friend.

## **ARTICLE 19 - UNION BUSINESS**

- 19.01 UNIFOR Local 414 will recognize a committee of one (1) member of COPE elected by their members for the purposes of negotiating the collective agreement. Such members shall suffer no loss of salary carrying out these functions.

## **ARTICLE 20 - JURY DUTY OR COURT ATTENDANCE**

- 20.01 Any employee who is called to and reports for jury duty shall be paid by UNIFOR Local 414 for each day partially or wholly spent in performing jury duty, the difference between his normal days' pay at the employee's regular straight time hourly rate (including applicable cost-of-living allowance) and the daily jury duty fee paid by the Court. In order to receive payment under this Section, an employee must give UNIFOR Local 414 prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which they claim such payment. An employee will be granted a leave of absence for the duration of his jury service without loss of any benefits.
- 20.02 Leave of Absence with pay and benefits shall be granted by UNIFOR Local 414 to employees summoned for court attendance (not as plaintiffs, defendants or voluntary witnesses). Employees shall report for regular duties while temporarily excused from attendance at court.

## **ARTICLE 21 - R.R.S.P**

- 21.01 UNIFOR Local 414 will provide RRSP contributions at a level of 18% of the base wage per annum. Contributions will be submitted monthly on a timely basis.

New employees hired after January 1<sup>st</sup>, 2024, who have completed their probation up to 5 years of service will receive RRSP contributions in the amount of 14% of their base wage.

Employees with 5 years to 10 years of service will receive RRSP contributions in the amount of 15% of their base wage.

Employees with 10 years to 15 years of service will receive RRSP contributions in the amount of 16% of their base wage.

Employees with 15 years to 20 years of service will receive RRSP contributions in the amount of 17% of their base wage.

Employees with 20 years of service or more will receive RRSP contributions in the amount of 18% of their base wage.

- 21.02 *Retirement Bonus*

An employee with thirty (30) years or more of service with Unifor Local 414 upon their retirement will receive a retirement bonus of forty thousand dollars (\$40,000.00).

- 21.03 UNIFOR Local 414 shall contribute to an individual Registered Retirement Savings Plan with a financial institution mutually agreed to between the parties.
- 21.04 UNIFOR Local 414 shall continue to make contributions on behalf of employees who are absent because of maternity leave, minor leave days, salary continuance, and sickness and accident provided such period of absence does not exceed fifty-two (52) weeks.
- 21.05 Employees shall be responsible for selecting their investment portfolio.

**ARTICLE 22 - LIFE INSURANCE, AD&D INSURANCE, VOLUNTARY DEPENDENT GROUP LIFE INSURANCE**

- 22.01 Hospital, Dental, Vision, Audio and Health Care Benefits as per Green Shield or equivalent as of current rates.
- 22.02 The UNIFOR Local 414 agrees to pay the full cost of the Group Life Insurance Plan for all active permanent employees covered by this agreement. Death Benefit Plan level of coverage will be \$120,000.00 for each individual employee.
- 22.03 The UNIFOR Local 414 agrees to pay the full cost of the Accidental Death and Dismemberment Group Insurance Plan for all active permanent employees covered by this agreement. Accidental Death & Dismemberment Benefit Plan level of coverage will be \$120,000.00 for each individual employee.
- 22.04 Retirees with (30) years of service or more and age sixty-five (65) will be covered for \$40,000.00 Retiree Death Benefit.

The premium for these shall be paid by UNIFOR Local 414.

- 22.05 Unifor Local 414 agrees to pay the full premium for retirees with thirty (30) years of service or more and age sixty-five (65) as well as their spouse, for provincial hospital insurance plans.
- 22.06 Unifor Local 414 agrees to pay the full premium for retirees with thirty (30) years of service or more and age sixty-five (65), as well as their spouses for extended health service, dental, vision, audio, prosthetic, semi-private, prescription and nursing home care, insurance plans which is currently provided through Green Shield, with future improvements to benefit plan.
- 22.07 Employees retiring with thirty (30) years of service or more and over the age of sixty (60), shall retain all Health Care Benefits equivalent to the current National Green Shield Plan and any future improvements to the Benefit Plan(s).



## ARTICLE 23 - CALL-IN-PAY

23.01 Four (4) hours call-in or call-back pay at an employee's normal rate shall be paid to all employees who are governed by overtime provisions of this Agreement, provided it does not conflict with any laws governing the hours of work.

## ARTICLE 24 - WAGES

24.01 Retroactive to January 31<sup>st</sup>, 2023 and RRSP contributions adjusted.

### Executive Assistant

2023	\$48.98
2024 (2.75% increase)	\$50.33
2025 (2.75% increase)	\$51.71

### **Executive Assistant (Hired after March 27, 2024)**

<u>Start</u>	<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>
\$35.00 per hour	\$40.00 per hour	\$51.71 (top rate)

### **Administrative Assistant (Hired after March 27, 2024)**

<u>Start</u>	<u>1<sup>st</sup> year</u>	<u>2<sup>nd</sup> year</u>
\$31.22 per hour	\$36.22 per hour	\$47.93 (top rate)

24.02 Pay day shall be the Thursday of the worked week.

## ARTICLE 25 - EDUCATION

25.01 Unifor Local 414 adheres to the principle of continuing education and confirms its intention to offer COPE members the necessary opportunities for education related to their job, including professional accreditation, at the discretion of the employer.

## ARTICLE 26 - LAYOFF ALLOWANCE

26.01 The Layoff Allowance Plan becomes operative, upon application by the employee, at the time of qualification for Employment Insurance. An employee's total entitlement shall be as follows:

<u>Service on date of Lay-off</u>	<u>Lay-off allowance entitlement</u>
Less than 1 year	0 week
1 year but less than 2	6 weeks
2 years but less than 3	7 weeks
3 years but less than 4	8 weeks
4 years but less than 5	9 weeks
5 years but less than 6	10 weeks
6 years but less than 7	11 weeks

7 years but less than 8	12 weeks
8 years but less than 9	13 weeks
9 years but less than 10	14 weeks
10 years but less than 11	16 weeks
11 years but less than 12	18 weeks
12 years but less than 13	20 weeks
13 years but less than 14	22 weeks
14 years but less than 15	24 weeks
15 years and over	27 weeks

- 26.02 These weeks of pay shall be credited to each individual account and used to provide the 90% benefit reflected in 26.01.
- 26.03 Each week's benefit shall be equivalent to 90% of the employee's regular weekly pay less Employment Insurance Benefit entitlement.
- 26.04 Layoff Allowance ceases when:
- Employee resigns  
Benefits expire (Layoff Allowance)
  - An employee reports to work subsequent to recall and total monies received during the week of recall is not less than 90% referred to in 26.02 and provided benefits have not expired per 26.04 (b) above.
  - An employee refuses to report for work after recall.
  - An employee is disqualified from EI payments for the following reasons:
    - Refusal to accept employment
    - Unavailable for employment for reasons other than medical.
- 26.05 Layoff Allowance payments shall be based on the employee's regular work week in effect on their last day at work.
- 26.06 An employee who has returned to work following receipt of benefits under this Article will, on a subsequent occasion, be eligible for such benefits based on the employee's seniority, after deducting the amount the employee received previously. An employee who has used any benefits under this Article will have them fully reinstated after a period of continuous service of one (1) year following the date of return to work.
- 26.07 UNIFOR Local 414 agrees to provide additional benefits beyond layoff allowance for long-service employees who exhaust their layoff allowance payments. For employees with five (5) years', but less than ten (10) or more years of service, an additional 26 weeks of benefits will be provided; and, for employees with ten (10) or more years of service, an additional 52 weeks of benefits will be provided. These additional benefits will be calculated in the same manner as weekly layoff allowance. UNIFOR Local 414 will finance such obligations.

## ARTICLE 27 - GENERAL PROVISIONS

### 27.01 *Legal Services Plan*

Unifor Local 414 shall pay the premium for a Legal Services Plan for all employees covered by

this Agreement. Legal Benefits will be covered under the Global Benefits Legal Benefit current rates.

27.02 UNIFOR Local 414 agree to allow employees one (1) minute silence at 11:00 am on April 28 of each year in observance of those workers killed on the job.

27.03 UNIFOR Local 414 agrees to allow employees one (1) minute silence at 11:00 am on December 6 of each year in observance of the Montreal massacre.

27.04 Employees will continue to enjoy a smoke-free working environment with the exception of designated smoking areas or in accordance with the local municipal by-laws.

**27.05 *Relocation Rights***

It is agreed that in the event the employer moves the office or, the employees will have the right to transfer with their present work assignments that are being moved, if the employee does not wish to transfer, then another employee has the right to bid for that assignment. Moving expenses will be covered.

**27.06 *Hospital and Medical Coverage***

In the event of layoff of an employee with ten (10) or more years of service, the employee will be eligible for an additional six (6) months of hospital and medical coverage in addition of the current twelve (12) months available under the Insurance program.

**27.07 *Expenses***

In the event an employee, covered by this agreement is required to work at the conventions or conferences such employee shall be entitled to claim the following:

In-town per diem	- \$20.00
Out-of-town per diem	- \$110.00

The per diem will be adjusted when meals are provided by UNIFOR Local 414.

The determination of the In-Town and Out-of-Town per diem will be made by UNIFOR Local 414.

Parking charges with receipts are eligible for reimbursement. UNIFOR Local 414 shall pay .55 cents per kilometre to an employee who would have to travel over and above the employees' usual distance to and from the employee's place of work and domicile.

## **ARTICLE 28 - SUBSTANCE ABUSE**

28.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. UNIFOR Local 414 and the union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

UNIFOR Local 414 will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. UNIFOR Local 414 assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

UNIFOR Local 414 will provide all normal group insurance benefits while under a medically prescribed course of treatment.

The union representative will provide such time as is necessary for the administration of the program.

## ARTICLE 29 - APPOINTMENT POLICY

29.01 UNIFOR Local 414 continue its policy of permitting reasonable time off for necessary appointments. Should there be a need for an individual to schedule ongoing appointments during working hours UNIFOR Local 414 will continue to pay the individual for the first thirty minutes for such absences. Additional time required will be deducted from the employee's minor sick and personal leave.

If an appointment required, the employees absence for half the scheduled work day or more the employee's minor sick and personal leave will be deducted for the time lost.

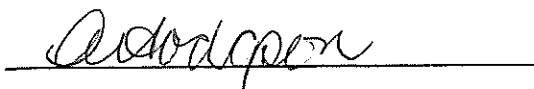
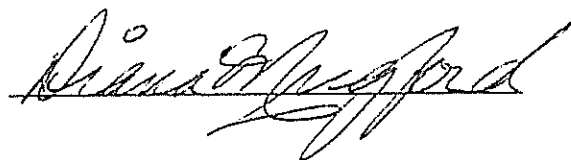
## ARTICLE 30 - DURATION OF AGREEMENT

30.01 This agreement shall come into effect from February 1, 2023 and shall remain in effect until January 31, 2026, and thereafter shall be renewed from year to year unless at least within ninety (90) days prior to termination of any yearly period, either party serves upon the other party notice of its desire to make a change herein specifying such change or changes. Within a reasonable time of receipt of such notice, the parties shall meet to negotiate the renewal of this Agreement.

Signed in Milton, Ontario this 14 day of May 2024.

UNIFOR Local 414

Canadian Office and Professional Employees  
Local 343



## APPENDIX "A"

### Discretionary Ten (10) Day Tracking Record

Please use this form for each personal/sick day so that we can keep track of the days used.

Name: \_\_\_\_\_

Number of Days	Date used	Balance left
10	_____	_____
9	_____	_____
8	_____	_____
7	_____	_____
6	_____	_____
5	_____	_____
6	_____	_____
5	_____	_____
4	_____	_____
3	_____	_____
2	_____	_____
1	_____	_____

President Signature: \_\_\_\_\_ Date: \_\_\_\_\_