



# **COLLECTIVE AGREEMENT**

- between -

**UNIFOR LOCAL 462**  
(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**

## **PREAMBLE**

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 representative's union agreement, temporary employees, and such other employees as may be mutually agreed upon and set forth in an appendix.

## **ARTICLE 2 - UNION SECURITY**

- 2.01 It is a continuing condition of employment with UNIFOR, Local 462 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 Grievances Procedure of this agreement.

- c. The Union also recognizes that certain functions and activities of the UNIFOR Local 462 are confidential and all employees of Local 462 are pledged to keep business, documents, records, letters, etc. Local 462 confidential.

## **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 UNIFOR Local 462 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 462 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.

Grievance 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.

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

- 6.01 **Seniority**  
UNIFOR Local 462 shall maintain a seniority list, broken down by offices, showing the employees job classification and date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards of the UNIFOR Local 462, including area offices every six (6) months and a copy sent to the Union and shall be kept up-to-date by the UNIFOR Local 462 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 in any area office of the employer, and shall be credited to each employee on the completion of a probationary period of thirty (30) days, effective from the first day of employment.
  - b) In promotions and lay-offs and recall, seniority shall be the only consideration subject to the employees' 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 Transferable seniority shall continue in effect without loss of any seniority rights in the event of transfers to and from offices of employer.

6.04 **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.

6.05 In the event a vacancy occurs in the offices of employer, the notice shall be posted at the appropriate locations within said office(s) for a period of ten (10) working days. Employees who wish to apply for the vacancy, shall do so in writing to the appropriate District or National Director. The vacancy shall be filled by the most senior applicant who is able to perform the job from within the office where the vacancy exists.

6.06 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 success 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 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.

6.07 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 the term of the collective agreement.

**ARTICLE 8 - LAYOFF AND RECALL PROCEDURE**

8.01 An employee on layoff who has at least six (6) months seniority shall be entitled to the following insurance coverage for the lesser of a period of one (1) year, or for the period equal to the employees seniority: Life Insurance and Accidental Death and Dismemberment, and hospital-surgical-medical premiums. Such employee shall be entitled to insurance coverage for Sickness and Accident for two (2) months following the month in which layoff occurs.

8.02 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) Expect 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 employees service is satisfactory for four (4) months following receipt of letter #1, or six (6) months 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) weeks' pay in lieu there of 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 Director, or his appointee 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 Director, 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 Director, 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 grievances 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 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 recognized 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 regular hours of work for the office shall be seven (7) hours per day, within the period of 8 am to 6 pm, Monday to Friday inclusive, with one hour for lunch daily.

Schedules for each office shall be filed with the Director and a copy shall be furnished to the Steward of the Bargaining Unit for UNIFOR Local 462 unit.

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 Schedules showing time for hours of work and rest periods will be posted in all offices and must be adhered to.

14.05 **Summer Hours**

It is agreed and understood that all employees will be allowed to work summer hours. Summer hours shall be scheduled between Victoria Day and Thanksgiving Day.

14.06 **Overtime Provisions**

Time and one-half shall be paid for overtime worked after seven (7) hours of actual work in any one day or after 35 hours per week and for all work performed on Saturday. Regular starting times shall not be changed by UNIFOR Local 462 to avoid the payment of overtime. Overtime within departments shall be equalized whenever possible. 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.

If an employee works overtime beyond twenty-four (24) hours, all time will be paid at the overtime rate. This means that an employee will not revert to straight time for the seven (7) hours following a twenty-four-hour period.

In computing overtime at the beginning or end of the shift, sick time within the fourteen (14) day allotment will not be discounted, provided the employee notifies the department head and/or the Personnel Office the day before the leave.

14.07 Double time shall be paid for all work performed on Sunday.

14.08 **Payment in lieu of overtime**

Employees may elect to bank premium hours only, in lieu of receiving additional payment for overtime hours worked. Such hours can be banked up to 35 hours, at which time the employee may schedule a week off with pay. Employees electing the foregoing must do so in writing and shall remain in the program until such time as the 35 hour threshold is reach. The foregoing will become effective January 1, 2001.

## **ARTICLE 15 - PAID HOLIDAYS**

15.01 Employees shall be paid for the following holidays:

Good Friday	Easter Monday	Victoria Day
Canada Day	Civic Holiday	Remembrance Day
Labour Day	Truth & Reconciliation Day (starting 2024)	Thanksgiving Day

Family Day	Christmas Eve	Christmas Day
Boxing Day	New Year's Eve	New Year's Day

and five (5) floating holidays.

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.

The offices of the Employer will close for a Christmas/New Year break for one (1) week without loss of wages, benefits or seniority for employees and this break is inclusive of Christmas Eve, Christmas Day and Boxing Day should they fall in the week as detailed below.

December 25, 2023 to December 29, 2023 inclusive

December 23, 2024 to December 27, 2024 inclusive

December 22, 2025 to December 26, 2025 inclusive

## ARTICLE 16 - VACATIONS

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

### 16.02 *Years of Service allowance* *Vacation*

Less than one year	1 ¼ days for each month worked
One but less than 5	3 weeks
5 but less than 10	4 weeks
10 but less than 15	4 ½ 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 day's 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 local 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 Local must be used by February 28<sup>th</sup> of the following year. It is understood that carry over vacation days will be paid at the previous years rate of pay.

The vacation schedule for the calendar year will be completed no later than March 31<sup>st</sup>. Any changes to the schedule must be mutually agreed upon.



- 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> of any given year shall be granted a Holiday bonus of \$800.00 (eight hundred dollars), to be paid the first pay period of December. It is agreed that the vacation bonus will not apply for the term of the current CBA. It is understood that the Local will no longer provide a Christmas/New Year's shutdown.

## **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 five (5) days per calendar year in the event of illness in employee's immediate family (child, spouse/partner, parent).
- 17.03 **Pregnancy & Parental Leave**  
Pregnancy and Parental leave shall be granted in accordance with the 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 years 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 **Disability**

An insured Weekly Indemnity Plan will be provided at full cost to the Local. This plan shall provide a Weekly Indemnity benefit of 100% of the employee's basic weekly earnings prior to his absence for accident or illness for a maximum of 13 weeks. Commencing with the 14<sup>th</sup> week of absence the plan will provide 66 ⅔% of the employee's basic weekly earnings prior to his absence for the next 13 weeks. This benefit is payable from the first day of non-occupational accident, hospitalization, surgical, medical illness or on the fourth day of illness, if these absences are certified by a doctor's certificate. Employees become eligible for the above Insurance Plan upon completion of six months of continuous service with the Employer.

- 17.06 A Long-Term Disability Plan with a maximum benefit leave of 66⅔% of regular earnings per week for new claims for eligible employees beginning the 27<sup>th</sup> week of disability, commencing with the exhaustion of the Weekly Indemnity Plan Benefit. The Long-Term Disability Income Benefit is payable for the first two years following the end of the 26<sup>th</sup> week of disability to employees who are unable to perform any job in the bargaining unit, after which:

- a) for those employees with less than five years' service LTD will continue if they are totally disabled, and
- b) for those employees with five (5) years' service or more, LTD will continue until the employee can return to perform bargaining unit work either by filling a vacant position or bumping a more junior employee in the bargaining unit whose job he/she is able to do. (An employee is considered totally disabled when the nature and degree of the disability is such that the employee cannot perform each and every duty of any occupation for which he/she is reasonably suited, having regard for education, training and experience). For the purposes of this benefit, employer services is counted as of the date of the qualifying accident or disability.

Benefits will not be paid beyond an employee's 65<sup>th</sup> birthday.

- 17.07 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 employee's 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 462. Where the UNIFOR Local 462 requests a doctor's report UNIFOR Local 462 will pay the cost of such report.

- 17.08 Employees on disability leaves 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.

An employee who is absent from work during any calendar year while on an approved disability leave shall receive credited service under the Retirement Income Plan for thirty-five (35) hours for each complete calendar week of such absence during such year, provided that such employee shall have received pay from UNIFOR Local 462 during that year for at least one hundred and fifty (150) hours.

**17.09 Workers Compensation**

In the event any employee receives any benefits under the Workers Compensation Act, UNIFOR Local 462 shall pay the difference between the amount received and the sick leave pay. In the event any employee receives any insurance benefits, for which insurance, UNIFOR Local 462 has paid the premiums or contributed thereto the UNIFOR Local 462, may deduct any amount of benefits received by such employee from sick leave pay.

**17.10 Minor Sick & Personal Leave**

It is understood this leave clause shall be interpreted in the following manner: Fourteen (14) days per year shall be allowed for personal reasons or illness. The fourteen (14) day 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, 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 462 and this leave shall be excluded from the vacation period. Mutually agreeable arrangements between UNIFOR Local 462 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 462 agrees to 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 462 for each day partially or wholly spent in performing jury duty, the difference between his normal day's 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 462 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 462 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 - PENSION PLAN**

21.01 UNIFOR Local 462 will pay 15% of the employee's salary to a self-directed RRSP. Employees shall be totally responsible for selection of their investment portfolio.

21.02 Contributions on behalf of permanent part-time employees shall be prorated on the basis of all regular and regular overtime hours worked.

21.03 UNIFOR Local 462 shall remit contributions during the months of January, April, July and October of each calendar year. Changes in contribution amounts will be made the quarter following an individual's anniversary date.

21.04 Temporary full-time/part-time and summer help shall not be entitled to participate in the severance plan.

21.05 The UNIFOR Local 462 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.

21.06 Employees shall not be entitled to make withdrawals from this plan during their employment with UNIFOR Local 462. Employees shall give their consent and will have their plan issue a statement yearly to Local 462 that no withdrawals have been made from this Plan.

21.07 Employees shall be totally responsible for selection of 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 and UNIFOR Plan.
- 22.02 The UNIFOR Local 462 agrees to pay the full cost of the Group Life Insurance Plan for all active permanent employees covered by this agreement. The level of coverage will be two and one-half (2½) times the basic annual salary of each individual employee.
- 22.03 The UNIFOR Local 462 agrees to pay the full cost of the Accidental Death and Dismemberment Group Insurance Plan for all active permanent employees covered by this agreement. The level of coverage will be two and one-half (2½) times the basic annual salary of each individual employee.
- 22.04 The amount of life insurance for retirees will be \$15,000.

The premium for these shall be paid by UNIFOR Local 462.

- 22.05 The UNIFOR Local 462 will make available to all permanent employees covered by this agreement a Voluntary Dependent Group Life Insurance Plan. The level of coverage will be:

Spouse	\$15,000.00
Dependent Children	\$10,000.00

At the employees choice these amount can be raised to:

Spouse	\$35,000.00
Child	\$16,000.00

Premiums for such plan will be paid by the employee by payroll deduction. There will be no increase in cost per thousand dollars of insurance. The premiums for this insurance coverage are subject to change on the policy anniversary date which is October 1<sup>st</sup>, each year.

## **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 in conformity with the overtime provisions of this Agreement, provided it does not conflict with any laws governing the hours of work.

## **ARTICLE 24 - WAGES**

- 24.01 Effective February 1, 2023 the following will be the weekly base rate of pay for the classifications listed below (not including COLA):

Classification Secretary  
February 1st, 2023 – ratification bonus of \$1000  
February 1st, 2024 – wage increase of +2%

February 1st, 2025 - wage increase of +2%

- 24.02 COLA will be frozen for the term of this agreement. Should membership increase by 600 members in any year of the collective agreement, wages shall be increased by 2%.  
(Change in pay rate to be reflected in Article 25.0 for rate of progression)

#### **ARTICLE 25 - AUTOMATIC PROGRESSION**

- 25.01 It shall take twenty-six (26) weeks for new employees to reach the maximum rate of a job classification. The difference between the minimum and the maximum shall be paid in the following manner:

	2023	2024	2025
a) Starting rate	\$1,175.71 weekly	\$1,199.22 weekly	\$1,223.21 weekly
b) At the end of 4 weeks	\$1,268.57 weekly	\$1,293.94 weekly	\$1,319.82 weekly
c) At the end of 12 weeks	\$1,361.42 weekly	\$1,388.65 weekly	\$1,416.42 weekly
d) At the end of 26 weeks	\$1,547.14 weekly	\$1,578.08 weekly	\$1,609.64 weekly

#### **ARTICLE 26 - RATE FOR TEMPORARY JOB**

- 26.01 When an employee has worked temporarily on a job, the employee will be given an immediate increase to the maximum of the classification provided the employee has worked on that classification for a sufficient amount of time to receive the top rate of that classification.

#### **ARTICLE 27 - LAYOFF ALLOWANCE**

- 27.01 The Layoff Allowance Plan becomes operative, upon application by the employee, at the time of qualification for Unemployment 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

27.02 These weeks of pay shall be credited to each individual account and used to provide the 90% benefit reflected in 27.01.

27.03 Each week's benefits shall be equivalent to 90% of the employee's regular weekly pay less Employment Insurance Benefit entitlement.

27.04 Layoff Allowance ceases when:

- a) Employee resigns.
- b) Benefits expire (Layoff Allowance).
- c) 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 27.02 and provided benefits have not expired per 27.04(b) above.
- d) An employee refuses to report to work after recall.
- e) An employee is disqualified from EI payments for the following reason:
  - 1. Refusal to accept employment
  - 2. Unavailable for employment for reasons other than medical.

27.05 Layoff Allowance payments shall be based on the employee's regular work week in effect on their last day of work.

27.06 The rate of pay used computations shall be the employee's base hourly rate, including COLA, in effect on their last day at work.

27.07 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.

27.08 UNIFOR Local 462 agrees to provide additional benefits beyond layoff allowance for long-service employees who exhaust their layoff allowance payments. For employees with five (5) year, 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 462 will finance such obligations.

## ARTICLE 28 - GENERAL PROVISIONS

28.01 Legal Services Plan

UNIFOR Local 462 shall pay the premium for a Legal Services Plan for all employees covered by this Agreement.

28.02 UNIFOR Local 462 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.

28.03 UNIFOR Local 462 agrees to allow employees one (1) minute silence at 11:00 am on December 6 of each year in observance of the Montreal massacre.

28.04 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.

28.05 **Relocation Rights**

It is agreed that in the event the employer moves the office or an area office, 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.

28.06 **Hospital and Medical Coverage**

In the event of layoff with ten (10) or more years of service 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.

28.07 **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	- \$90.00

The per diem will be adjusted when meals are provided by UNIFOR Local 462.  
The determination of the In-Town and Out-of-Town per diem will be made by UNIFOR Local 462.

Parking charges with receipts are eligible for reimbursement. UNIFOR Local 462 shall pay .58 cents per kilometer to an employee who would have to travel over and above the employee's usual distance to and from the employee's place of work and domicile, effective February 1, 2023.

Effective February 1, 2023, the employee will receive a gas allowance of \$10.00 per week

**ARTICLE 29 - SUBSTANCE ABUSE**

29.01 Substance abuse is recognized to be a serious medical and social problem that can affect employees. UNIFOR Local 462 and the union have a strong interest in encouraging early



treatment and assisting employees towards full rehabilitation.

UNIFOR Local 462 will continue to provide a comprehensive approach towards dealings with substance abuse and its related problems. UNIFOR Local 462 assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

UNIFOR Local 462 will provide all normal group insurance benefits while under a medically prescribed course of treatment. If an institute as selected is not covered under OHIP, the UNIFOR Local 462 will pay the cost of the treatment.

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

### **ARTICLE 30 - APPOINTMENT POLICY**

30.01 UNIFOR Local 462 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 462 will continue to pay the individual for the first thirty minutes for such absences. Additional time required will be deducted from the employees minor sick and personal leave.

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

### **ARTICLE 31 - DURATION OF AGREEMENT**

31.01 This agreement shall remain in 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. The Parties agree to meet within fifteen (15) days after giving notice for the purpose of entering into negotiations.

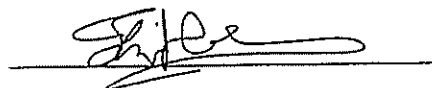
Signed in Milton, Ontario this 27 day of July 2023.

For: UNIFOR Local 462

For: COPE Local 343



Andrew Kellman  
President UNIFOR Local 462



Kiruthiha Kulendiren  
COPE Ontario Labour Relations Specialist

# MEMORANDUM OF SETTLEMENT

Between

**UNIFOR LOCAL 462**

(Hereinafter referred to as the "Employer")

And

**CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION**

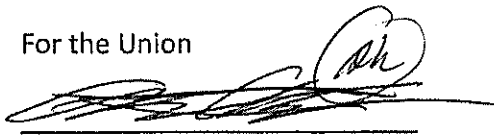
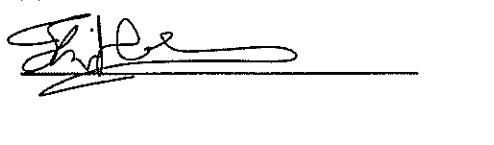
**Local 343**

(Hereinafter referred to as the "Union")

1. The parties herein agree to the terms of this memorandum constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principles.
3. The parties herein agree that the term of the collective agreement shall be from February 1<sup>st</sup>, 2023, to January 31<sup>st</sup>, 2026, unless otherwise expressly stated in this Memorandum and the following terms are effective upon ratification by the Parties.
4. All other matters are withdrawn.
5. All wage increases where applicable will be retroactive to February 1, 2023.
6. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31<sup>st</sup>, 2023 and the following amendments are incorporated. All matters agreed to by the parties are attached as Appendix A.

Dated: Milton, Ontario, this July 21<sup>st</sup>, 2023

For the Union

For the Employer

