

AGREEMENT

This Agreement made
This 26th Day of September, 2024

Between:

UNIFOR LEGAL SERVICES PLAN
(the “Employer”)

-and-

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES
UNION LOCAL 343
(the “Union”)

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

1. To maintain good relations between the Employer and the Union and provide settled and just conditions of employment.
2. To recognize the mutual value of joint discussions and negotiations in matters of mutual concern.
3. To encourage efficiency in operations.
4. To promote the morale and well-being of all Employees in the bargaining unit of the Union, and

1.02 It is now desirable to set forth terms and conditions of employment in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The sole and exclusive right to manage and operate the Plan is vested in the Employer, subject only to the limitations expressly provided in this Agreement. This right includes, but is not limited to, the right, power and authority to:

manage Employer operations and direct Employees;

to hire and assign Employees of its own selection and to determine the number of Employees;

to enhance efficiency;

to enhance quality;

to extend, maintain, curtail or terminate all or any part of Employer operations;

to determine the size, locations and staffing of Employer facilities;

to determine and implement means and methods of operation and to discontinue or alter means and methods of operation;

to determine work assignment content and qualifications;

to assign or reassign work and to determine classification, work assignments and work responsibility;

to transfer, promote, demote, suspend, discipline, layoff or discharge Employees;

to determine, establish and alter performance standards;

to establish, maintain and enforce Rules and Regulations for the maintenance of discipline, operations, quality and efficiency.

The Employer agrees to discuss with the Union the discontinuance and/or reorganization of the bargaining unit law offices and/or the elimination of any classification within the bargaining unit before such actions are taken.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 BARGAINING UNIT

The Employer recognizes Canadian Office & Professional Employees Union and its Local 343 as the sole and exclusive collective Bargaining Agent for all its Employees save and except supervisors, persons above the rank of supervisors, three confidential employees and students employed during the school vacation period and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 NO OTHER AGREEMENTS

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.

3.03 RIGHT OF FAIR REPRESENTATION

The Union shall have the right at any time to have the assistance of representatives of the Canadian Office & Professional Employees Union or any other advisors. Such representatives or advisors shall have reasonable access to the Employer's premises, upon reasonable notice, in order to deal with any matters arising out of this collective agreement.

3.04 PART-TIME, TEMPORARY & PROBATIONARY EMPLOYEES

- a) A part-time Employee is one who works less than the regular hours of work or less than the regular work week as set out in Article 17, and shall be covered by the terms and conditions of this collective agreement on a pro-rated basis, except as otherwise expressly provided.
- b) A temporary Employee is one who is hired for a specific project, staff illness, staff training, absenteeism, vacations or leaves of absence.

Temporary Employees shall be paid the base rate of the classification for which they are hired and shall receive increases in line with the collective agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.04 PART-TIME, TEMPORARY & PROBATIONARY EMPLOYEES (continued)

Temporary Employees retained in excess of twelve (12) consecutive months shall cease to be temporary and shall be placed on the seniority list as of the original date of hire and shall be covered by all of the provisions of this collective agreement.

- c) A probationary Employee is a new Employee, and is subject to a probationary period of 630 hours of work, during which time s/he may be terminated without any recourse whatsoever.

Probationary Employees are not entitled to any rights or benefits unless specifically set out in this agreement.

ARTICLE 4 - NO PERSONAL SERVICES

4.01 NO PERSONAL SERVICES

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee. Employees will not be required to do personal services for a supervisor which are not connected with the operation of the Employer.

4.02 NO DISCRIMINATION

- a) In continuance of the policy established and maintained since the inception of their collective bargaining relationship, the Employer and the Union acknowledge that the provisions of this agreement shall apply to all Employees without discrimination and in carrying out their respective obligations under this agreement neither will discriminate against any Employee on account of race, creed, colour, nationality, age, sex, ancestry or place of origin, marital status, family status, sexual orientation, record of offences or against any handicapped Employee.
- b) There shall be no discrimination against, harassment or intimidation of any Employee for reasons of union membership or for union activity or for the exercise of rights provided for in this agreement or under the Ontario Labour Relations Act or other pertinent legislation.

4.03 SEXUAL HARASSMENT

Cases of sexual harassment may be processed as grievances.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 ALL EMPLOYEES TO BE MEMBERS

Within one week of the signing of this agreement, all Employees of the Employer, as defined in Article 3.01, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty days of employment.

5.02 Prior to assigning employees to perform work for co-operating lawyers or any other entity than the Unifor Legal Services Plan, the Employer and the Union will meet to discuss the terms and conditions under which such assignments will be carried out.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 CHECK-OFF PAYMENTS

The Employer shall deduct from every Employee any dues, initiation fees or assessments levied by the Union on its members.

6.02 DEDUCTIONS

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications and sex of Employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. A copy of this list shall be forwarded by the Employer.

6.03 DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 7: EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEE**7.01 POTENTIAL EMPLOYEES**

The Employer agrees to acquaint potential Employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 INTERVIEWING OPPORTUNITY

On commencing employment, the probationary Employee's immediate supervisor shall introduce the new Employee to his/her Union Steward or Representative. Such officer of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

- 8.01** A Labour-Management Relations Committee shall be appointed at the request of either party in each office consisting of an equal number of representatives from each of the Union and the Employer. The Committee shall meet on the request of either party for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the Union and to the Employer. Meetings will be held during normal working hours and up to two (2) employees will be granted reasonable time off with full pay and benefits to attend such committee meetings. The Employees will continue to accumulate vacation credits during these meetings.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 REPRESENTATIVES

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be elected or appointed and consist of three members, each from a different office. The Union will advise the Employer of the Union members of the Committee.

9.03 FUNCTION OF BARGAINING COMMITTEE

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

ARTICLE 10 - REPORTS OF THE EMPLOYER

10.01 EMPLOYER SHALL NOTIFY UNION

Any reports or recommendations about to be made dealing with matters of personnel policy and/or conditions of employment, including office closures, and which affect Employees within this bargaining unit, shall be communicated by the Employer, in writing, to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, to discuss issues arising from the above.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 RECOGNITION OF UNION STEWARDS

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward may assist any Employee, which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.02 NAMES OF STEWARDS

The Union shall notify the Employer, in writing, of the name of each Steward and the office he/she represents before the Employer shall be required to recognize him/her.

11.03 PERMISSION TO LEAVE WORK

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties. The Union recognizes that each Steward is employed full-time by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unreasonably withheld.

11.04 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.05 SETTling OF GRIEVANCES

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The Employee concerned may, in the presence of his/her Steward, file a written grievance with his/her supervisor within ninety (90) days of becoming aware of the act or omission that is the subject of the grievance. The supervisor shall meet with the employee and his/her steward and attempt to resolve such a grievance and shall render his/her decision, in writing, within three (3) working days after the meeting.

Step 2

Failing satisfactory resolution at Step 1, the grievance may be submitted, in writing, to the grievor's Managing Lawyer or his/her designate within ten (10) working days of the response at Step 1. The grievor, the Steward and the Managing Lawyer and/or his/her designate shall meet within five (5) working days of receipt of the written grievance and shall attempt to resolve such a grievance. The Managing Lawyer or his/her designate shall render his/her decision, in writing, within five (5) working days of the meeting.

Step 3

Failing satisfactory resolution at Step 2, the grievance may be submitted, in writing, to the Executive Director or his/her designate within ten (10) working days of the response at Step 2. The grievor, the Steward, a representative from the Union and the Executive Director and/or his/her designates shall meet within ten (10) working days of receipt of the written grievance and shall attempt to resolve the grievance. The Executive Director or his/her designate shall render his/her decision, in writing, within ten (10) working days of the meeting.

Within thirty (30) days of the Executive Director's decision, and prior to step 4, the Union may request that a mediator be appointed to assist in the resolution of the grievance, in which case a mediator shall be chosen upon mutual agreement, and the cost of the mediator shall be paid equally by each party.

Step 4

Failing satisfactory settlement at step 3, the Union may within thirty (30) days of the Executive Director's decision, or within thirty (30) days of the conclusion of mediation, refer the dispute to arbitration.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.06 POLICY GRIEVANCE

Where a dispute involving a question of general application or interpretation occurs or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

11.07 UNION MAY INSTITUTE GRIEVANCES

The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

11.08 DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved Employee, without the consent of the Union.

11.09 GRIEVANCE ON SAFETY, ETC.

An Employee or a group of Employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

11.10 PAID WORK TIME FOR GRIEVANCES

Each office shall have one Union Steward. Union Stewards and grievors shall be allowed to spend a reasonable amount of time, with pay and benefits, and with continued accumulation of vacation credits, during the regular hours of work to file a grievance at Step 1 and at meetings held pursuant to Steps 2 and 3 in the Grievance Procedure upon reasonable notice to their supervisor. All grievance meetings shall be conducted during regular working hours.

ARTICLE 12 - ARBITRATION

12.01 APPOINTMENT OF ARBITRATOR

Failing settlement in Step 3, the matter shall be referred to a mutually agreeable arbitrator. If parties are unable to agree to an arbitrator, the Minister of Labour will be requested to appoint an arbitrator. It is agreed and understood that the decision of the arbitrator shall be final and binding on both parties.

12.02 NO CHANGE TO AGREEMENT

The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement.

12.03 DISAGREEMENT ON DECISION

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

12.04 EXPENSES OF ARBITRATOR

Each party shall pay one-half of the fees and expenses of the Arbitrator.

12.05 AMENDING OF TIME LIMITS

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary, however, if a time limit has been passed, either party may, by written notification, fix a mandatory time limit which shall be at least seven (7) working days from the date such notification is received. Such notification shall, if given by the Employer, be served upon the Union Steward personally or delivered to the Head Office of Local 343 and, if given by the Union, be served upon the Managing Lawyer personally or delivered to the Head Office of the Employer.

12.06 LEAVE FOR ARBITRATIONS

The Union Steward from the office where the grievance originated will be granted a leave of absence without pay but with no loss of seniority or benefits and with continued accumulation of vacation credits to attend the arbitration hearing.

ARTICLE 13 - DISCHARGE AND DISCIPLINE

- 13.01** No non-probationary Employee shall be disciplined or discharged without just cause.
- 13.02** Except for a verbal warning, all disciplinary measures shall be communicated in writing.
- 13.03** The Employer shall provide the Employee and the Union with a copy of any written discipline affecting the Employee. Any reply by the Employee shall become part of his/her record. In imposing discipline, the Employer will not take into account any discipline which occurred more than eighteen (18) months previously.
- 13.04** In cases of discharge and/or other disciplinary measures, the burden of proof of just cause shall rest with the Employer.
- 13.05** An Employee may review his/her personnel file by arrangement with Head Office.
- 13.06** No Employee shall be required to retire solely on account of age.

ARTICLE 14 - SENIORITY

14.01 SENIORITY DEFINED

- a) Seniority shall be accorded to each Employee at the completion of the probationary period of 630 hours of work, effective from the first day of employment and shall include service with the Employer prior to certification or recognition of the Union.
- b) An Employee who works outside the bargaining unit replacing a non-bargaining unit Employee on leave or vacation shall continue to accumulate seniority.

14.02 SENIORITY LIST

The Employer shall maintain a seniority list showing the current classification and seniority date, as calculated in accordance with Article 14.01. Employees with the same seniority date will be ranked according to the last three (3) digits of their S.I.N. number, with the higher number being ranked higher. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 LOSS OF SENIORITY

Seniority shall be lost for any of the following reasons:

- a) Employee quits;
- b) Employee is discharged for just cause;
- c) A laid off Employee fails to respond to a notification to return to work within seven (7) working days of receipt of notice to return to work. The Employee will be notified by certified or registered letter (return receipt requested) to his/her last known address in the Employer's records. A copy of the notification shall be given to the Union Steward. If service of notice is unsuccessful, notice will be deemed to have been received by the Employee on the date that delivery was attempted.

If the Employee is employed elsewhere at the time of his/her recall, he/she must return to work the first workday after the required notice of termination to his/her present employer, but not more than two (2) weeks after receipt of notice.

ARTICLE 14 - SENIORITY**14.03 LOSS OF SENIORITY (continued)**

- d) Employee is laid off, for a continuous period in excess of three (3) years.
- e) Employee is absent for three (3) consecutive regularly scheduled working days without notification to the Employer except in the case of emergency.

ARTICLE 15 - FILLING VACANCIES

15.01 JOB POSTINGS

Subject to Article 15.04, when a bargaining unit vacancy occurs, the Employer shall immediately notify the Union, in writing, and email all Employees at their work email address.

A bargaining unit vacancy occurs when the Employer creates a new bargaining unit position or when the Employer elects to fill a permanent or temporary vacancy of an existing bargaining unit position for thirty (30) days or more.

15.02 INFORMATION IN POSTINGS

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range.

15.03 NO OUTSIDE ADVERTISING

No outside advertisement for any vacancy may be placed until one week after the notice is given in accordance with Article 15.01.

15.04 ROLE OF SENIORITY IN STAFF CHANGES

- a) In making staff changes, appointment will be considered based upon the qualifications, experience, ability, past performance, length of service of the Employee and the Employer's needs in the office where the vacancy exists.
- b) If, in the office where a vacancy exists, more than one Employee meets the criteria as set out in sub-section (a), office seniority shall prevail. A job opening created by such a staff change will also be filled in the same manner but if a subsequent vacancy results from the move of the second successful applicant, Article 15.01 does not apply.

ARTICLE 15 - FILLING VACANCIES

15.04 ROLE OF SENIORITY IN STAFF CHANGES (continued)

- c) If, in accordance with sub-section (b), there is no suitable applicant in the office where the vacancy exists, then bargaining unit wide, if more than one Employee meets the criteria as set out in sub-section (a), bargaining unit wide seniority shall prevail. A job opening created by such a staff change will also be filled in the same manner but if a subsequent vacancy results from the move of the second successful applicant, Article 15.01 does not apply.
- d) Upon appointment to a new or vacant position, an Employee shall be placed at the salary level in the corresponding classification that is commensurate with his/her position on the salary grid set out in article 24.01.

15.05 Within seven (7) calendar days of the date of appointment to a vacant position, the Employer shall email the name of the successful applicant to all Employees at their work email address.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.01 DEFINITION OF LAY-OFF

A lay-off is a reduction in the work force or a reduction in an Employee's regular hours of work.

16.02 a) ROLE OF SENIORITY IN LAY-OFFS

The Employer shall designate the classification in which the lay off will take place and Employees will then be laid off in reverse order of their office seniority within such classification at the particular office affected.

b) NOTICE OF LAY-OFF

The employer shall notify an employee with less than ten (10) years of seniority in writing, a minimum of two weeks in advance of the effective date of the layoff, and an employee with ten (10) years or more of seniority, a minimum of four (4) weeks in advance, and a copy of the lay-off notice shall be given to the union steward or, if the steward is unavailable, to COPE Local 343.

For greater clarity, by way of example, a lay-off notice stating that an employee's last day of work will be Friday, April 26th, is given a minimum of two weeks in advance if it is given to the employee by 5:00 p.m. on Friday, April 12th.

16.03 RECALL PROCEDURE

Laid off Employees shall be recalled to permanent positions by classification and by office in the order of their seniority within such classification at the particular office affected.

Employees who have exercised bumping rights will be reinstated to their former positions in accordance with the recall procedure. A full-time Employee may decline recall to a part-time position without affecting his/her right to recall.

16.04 GRIEVANCE ON LAY-OFFS AND RECALLS

Grievances arising from lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

16.05 BUMPING RIGHTS

If a full-time Employee is laid off, they will be given the opportunity of displacing the least senior full-time Employee in the first lower-paying classification in the same office, who has less seniority than the laid-off Employee, (order of classifications in descending order listed below:)

- a) Senior Secretary
- b) Claims Examiner/ Intake
- c) Intake Specialist: Complaints Specialist
- d) Data Processor
- e) Secretary
- f) Receptionist: Clerk Typist: Courier: Records Administrator

If a full-time position is not available as described above, or the laid-off employee so chooses, a full-time employee may bump a part-time employee in accordance with the same provisions as set out above.

A part-time Employee who is laid off, is restricted to bumping the least senior part-time Employee in a lower-paying classification in the same office, who has less seniority than the laid-off Employee.

In the event that a full-time Employee bumps a part-time Employee, the Employee who elects to bump must assume only the bumped position and cannot "straddle" classifications by retaining part of their former position.

Any Employee who elects to bump another Employee, must have the ability to perform the job following a reasonable familiarization period of not more than 20 working days.

- 16.06** Any employee bumped as a result of Article 16.05 has the right to, in turn, bump in accordance with Article 16.05 as long as the total number of bumps does not exceed two (2).

ARTICLE 16 - LAY-OFFS AND RECALLS

16.07 LATERAL BUMPING - SENIOR SECRETARIAL CLASSIFICATIONS

- a) An Employee in one of the three Senior Secretarial classifications who is laid off and is in a position to exercise the bumping rights set out in Article 16.05, may do so or may elect, with the Employer's approval as set out in subparagraph c) below, to displace the Employee with less seniority and the least seniority in all three of the Senior Secretarial classifications.
- b) In the event that the above-mentioned Employee elects to bump in accordance with Article 16.05 (notwithstanding the fact that there is another Employee with less seniority within one of the two other Senior Secretarial classifications), the rate of pay of the laid-off employee will remain unchanged for the period of time commencing with his/her lay-off and ending on the date of his/her recall to a position within the Senior Secretarial classifications to a maximum of twenty-six (26) weeks.
- c) In the event that the above-mentioned Employee elects to displace another Employee within the Senior Secretarial classifications, the Employer will decide either to accept or to decline the Employee's request. The Employer will notify the Employee of its decision at least three (3) working days before the lay-off becomes effective.

If the Employer accepts the Employee's request, the Employee with less seniority who is displaced may exercise bumping rights only as provided for in Article 16.05.

If the Employer declines the Employee's request, and the Employee elects not to contest (i.e. grieve) that decision, the Employee may exercise bumping rights only as provided for in Article 16.05. If the Employee is in a position to do so and displaces an Employee within a lower classification, the rate of pay of the Employee exercising bumping rights will remain unchanged for the period of time commencing with his/her lay-off and ending on the date of his/her recall to a position within the Senior Secretarial classifications to a maximum of twenty-six (26) weeks.

If the Employee contests (i.e. grieves) the Employer's decision to decline his/her request to bump within the Senior Secretarial classifications he/she may exercise bumping rights only as provided for in Article 16.05, and will be paid accordingly.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.08 BUMPING FROM ABOVE SENIOR SECRETARIAL CLASSIFICATIONS

An Employee in a higher classification than the Senior Secretarial classifications may elect to bump an Employee in one of these classifications in accordance with Article 16.05 with the Employer's approval, as set out below.

If the Employer approves the bump, the bumped Employee in the Senior Secretarial classification does not have the right to bump another Employee in that classification in the manner provided for in Article 16.07. He/she may bump only an Employee in a lower classification in accordance with Article 16.05.

If the Employer declines to approve the bump, and the Employee elects not to contest (i.e. grieve) the Employer's decision, the Employee may bump only in accordance with Article 16.05 with the qualification that the first classification into which he/she may bump is that of **Intake**. The rate of pay of the Employee exercising bumping rights will remain unchanged for the period of time commencing with his/her lay-off and ending on the date of his/her recall to a position within his/her former classification to a maximum of twenty-six (26) weeks.

If the Employee contests (i.e. grieves) the Employer's decision to decline his/her request to bump, the Employee may bump only in accordance with Article 16.05 with the qualification that the first classification into which he/she may bump is that of **Intake**, and the Employee will be paid accordingly.

16.09 USE OF CARRIED-OVER VACATION DAYS

A laid off employee may make a one-time election to use up to a maximum of thirteen (13) days of their carried-over vacation time from the previous year, to make up for their reduced weekly wages. (e.g., — employee is reduced to 3 days/week and makes their one-time election to use four days of their accrued carried-over vacation for the remaining two days of the first two weeks of their lay-off, in order to make up a 5-day work week and continue receiving full-time wages for those first two weeks of their lay-off). There shall be no further election.

ARTICLE 17 - HOURS OF WORK

17.01 REGULAR DAILY HOURS

Unless otherwise mutually agreed upon, the regular daily hours shall be eight (8) consecutive hours between 8:00 a.m. and 6:00 p.m., as scheduled by the Employer, with one (1) hour off for lunch.

17.02 REGULAR WEEKLY HOURS

The regular weekly hours shall consist of five (5) days from Monday to Friday, inclusive, for a total of thirty-five (35) hours per week, unless otherwise mutually agreed upon.

17.03 BREAK PERIODS

Employees will receive two (2) paid fifteen (15) minute breaks, one in the morning and one in the afternoon, to be mutually agreed upon.

ARTICLE 18 - OVERTIME

18.01 OVERTIME DEFINED

All time worked at the request of the Employer in excess of the regular weekly hours as set out in Article 17.02 or on a Saturday or Sunday or paid holiday as provided in Article 19.01 shall be considered overtime.

18.02 COMPENSATION FOR WORK BEFORE OR AFTER SCHEDULED DAILY HOURS

Overtime work on any week day shall be paid for at the rate of time and one-half.

18.03 COMPENSATION FOR WORK ON SATURDAY OR SUNDAY NOT REGULARLY SCHEDULED

Overtime work on any Saturday shall be paid for at the rate of time and one-half; Sundays or paid holidays as provided for in Article 19.01 shall be paid for at the rate of double time.

18.04 OVERTIME ON SUNDAY OR HOLIDAY BY CHOICE

If overtime is worked on a Sunday or paid holiday for the convenience of the Employee, then such overtime work shall be paid at the rate of time and one-half.

18.05 TRANSPORTATION WHEN WORKING OVERTIME

An Employee required to work overtime beyond 7:00 p.m. when Standard Time is in effect and 9:00 p.m. when Daylight Savings Time is in effect, will be provided with taxi fare to their place of residence upon submission of a receipt.

18.06 CALL BACK PAY GUARANTEE

Employees who are called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours plus one (1) hour for travel time at overtime rates whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called in to do. When the work called back for is completed, the Employee shall be allowed to leave.

ARTICLE 18 - OVERTIME

18.07 TIME OFF IN LIEU OF OVERTIME

An Employee shall have the option, instead of cash payment for overtime, to receive time off at the overtime rate, to a maximum of seven (7) days per calendar year, such time off to be taken at a time mutually agreed upon , but no later than March 31st of the following calendar year, failing which, such unused time will be paid out.

ARTICLE 19 - PAID HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

**GOOD FRIDAY
EASTER MONDAY
VICTORIA DAY
CANADA DAY
CIVIC HOLIDAY
LABOUR DAY
NATIONAL DAY FOR TRUTH AND RECONCILIATION
THANKSGIVING DAY
REMEMBRANCE DAY
CHRISTMAS DAY
BOXING DAY
NEW YEAR'S DAY
FAMILY DAY (ONTARIO ONLY)
JEAN BAPTISTE DAY (QUEBEC ONLY)**

THREE FLOATING HOLIDAYS

Any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal government.

The Floating Holidays shall be taken by mutual agreement.

Where any of the above-noted holidays fall on a Saturday or Sunday, the day preceding or after shall be deemed to be the holiday for the purpose of this agreement.

To be eligible to receive a paid holiday, an Employee must have received compensation for their regularly scheduled work day immediately preceding the paid holiday and their regularly scheduled work day immediately following the paid holiday. Any Employee who works on a part-time basis will be paid a pro rata amount.

ARTICLE 19 - PAID HOLIDAYS**19.02 WINTER SHUTDOWN**

All Plan offices will be closed from December 24th at 1:00 p.m. to January 1st inclusive. Any employee required to work during this time shall be compensated at the rate of double time.

ARTICLE 20 - VACATIONS

20.01 LENGTH OF VACATION

Employees with less than one (1) consecutive year of service shall receive ten (10) working days vacation with pay on an annual basis, pro-rated, by calendar year. Employees with one (1) year of service but less than two (2) consecutive years, will receive fourteen (14) working days vacation with pay on a pro-rated basis. Employees with two (2) consecutive years of service but less than five (5), will receive fifteen (15) working days vacation with pay on a pro-rated basis. Employees with five (5) consecutive years of service but less than seven (7) shall receive eighteen (18) working days vacation with pay on a pro-rated basis. Employees with seven (7) consecutive years of service but less than ten (10) shall receive twenty-one (21) working days vacation with pay on a pro-rated basis. Employees with ten (10) consecutive years of service but less than seventeen (17) shall receive twenty-three (23) working days vacation with pay on a pro-rated basis. Employees with seventeen (17) consecutive years of service but less than twenty-two (22) years shall receive twenty-five (25) working days vacation with pay on a pro-rated basis. Employees with twenty-two or more consecutive years of service shall receive twenty-seven (27) working days vacation with pay on a pro-rated basis. Employees with twenty-five or more consecutive years of service shall receive twenty-eight (28) working days vacation with pay on a pro-rated basis. Employees with thirty or more consecutive years of service shall receive twenty-nine (29) working days vacation with pay on a pro-rated basis.

20.02 ACCUMULATING VACATION DAYS

Employees may carry over up to thirteen (13) days of vacation leave from one year to the next. This carry over is not cumulative from year to year; the maximum leave carried over at any point in time may not exceed thirteen (13) days.

20.03 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE

If a paid holiday falls or is observed during an Employee's vacation period, he/she shall be allowed an additional vacation day with pay.

20.04 VACATION PAY ON TERMINATION OR RETIREMENT

An Employee terminating or retiring from employment at any time in the calendar year, prior to using his/her vacation, shall be entitled to a pro-rated payment of salary or wages in lieu of such vacation on the date of termination or retirement.

ARTICLE 20 - VACATIONS

20.05 PREFERENCE IN VACATIONS

Vacation leave may be taken only when approved by the supervisor of the Employee requesting approval of vacation leave but every effort will be made to grant vacation leave on the basis of seniority.

20.06 VACATION SCHEDULES

Vacation schedules shall be posted by March 1st of each year for vacations from the following June 1st to November 30th, and shall be posted by October 1st for vacations from the following December 1st to May 31st and shall not be changed without the consent of the affected Employees. Vacations shall commence immediately following an Employee's regularly scheduled days off.

20.07 UNBROKEN VACATION PERIOD

An employee shall receive an unbroken period of vacation not in excess of ten (10) working days. An employee shall receive an unbroken period of vacation not in excess of fifteen (15) working days if the request is for fifteen (15) working days within the months October, November, December, January, February or March. An employee's request for extended vacation beyond ten (10) working days shall not be unreasonably denied.

20.08 APPROVED LEAVE OF ABSENCE DURING VACATION

Where an Employee qualifies for sick leave, bereavement or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence.

20.09 VACATIONS FOR PART-TIME EMPLOYEES

Vacation entitlement for part-time Employees shall be pro-rated.

20.10

An employee shall be entitled to use all his/her earned vacation days immediately prior to the beginning or end of their maternity or parental leave.

ARTICLE 21 - SICK LEAVE / MEDICAL

21.01 SICK LEAVE

- a) There shall be no loss of pay or benefits and vacation credits shall continue to accumulate during illness or disability of the Employee, Employee's spouse, parents or children, up to eleven (11) working days non-cumulative in each calendar year.
- b) Notwithstanding (a), in the event of a serious illness or disability in which an Employee is absent from work for more than seven (7) consecutive calendar days, the Employee shall be granted leave with full pay, without loss of benefits and with continued accumulation of vacation credits for those seven (7) days if, and only if, the Employee qualifies for coverage under the Short Term Disability Plan.

An Employee who qualifies for coverage under the Short Term Disability Plan will accumulate vacation credits for thirty (30) days from the first day of the Employee's absence from work.

- c) In order to be compensated for illness or disability, an Employee must, upon request by his or her supervisor, provide a certificate of illness or disability from a licensed physician or other appropriate evidence of illness or disability. The Employer's request for a certificate of illness or disability will depend on all the circumstances including the length of sickness, the Employee's seniority, the number and length of previous leaves or absences.
- d) An Employee who receives disability benefits for any of the first seven (7) days of an illness or disability will only be paid by the Employer the difference between the amount of his/her disability benefit payments and his/her regular wages at the date of illness or disability.
- e) Employees shall be permitted to carry over a maximum of four (4) sick days from year to year non-cumulative.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 PAID BEREAVEMENT LEAVE

- a) An Employee, who would otherwise have been at work, is entitled to not more than six (6) consecutively scheduled working days leave of absence with pay and benefits and with continued accumulation of vacation credits, starting no later than the 7th calendar day after the day of death, in the event of the death of his/her parent, spouse, child.
- b) An Employee, who would otherwise have been at work, is entitled to not more than five (5) consecutively scheduled working days leave of absence with pay and benefits with continued accumulation of vacation credits, starting no later than the 7th calendar day after the day of death, in the event of the death of his/her sibling, current spouse's parent, stepchild, stepparent, grandchild.
- c) An Employee, who would otherwise have been at work, is entitled to three (3) consecutively scheduled working days leave of absence with pay and benefits and with continued accumulation of vacation credits, starting no later than the 7th calendar day after the day of death, in the event of the death of his/her grandparent.
- d) Provided that no greater than six (6) bereavement days have been taken within the previous six (6) months (i.e. 182 days from the date of the last bereavement day), an Employee, who would otherwise have been at work, is entitled to one (1) scheduled working day leave of absence with pay and benefits and with continued accumulation of vacation credits, starting no later than the 7th calendar day after the day of death, in the event of the death of his/her aunt, uncle, niece, nephew.
- e) Documentation indicating the relationship of the Employee to the deceased individual may be required by the Employee's supervisor.

22.02 PREGNANCY / MATERNITY LEAVE

- a) Pregnancy/maternity leave will be granted in accordance with the provisions of the Ontario *Employment Standards Act* or the legislation in the Province where the employee works, except where amended in this agreement.

During the pregnancy/maternity leave, if the employee has at least one (1) year of continuous service at the Plan, the Employer shall continue to pay the hospital, medical, dental, disability and group life benefits of this agreement, and vacation credits shall continue to accumulate.

- b) An employee who has at least two (2) years of continuous service at the Plan, who is on pregnancy/maternity leave as provided under this agreement and who is also in receipt of Employment Insurance pregnancy/maternity benefits pursuant to Section 22 of the *Employment Insurance Act*, 1996, shall be paid a wage supplement equal to the difference between 75% of their weekly base salary and the sum of their weekly Employment Insurance pregnancy/maternity benefit plus any other earnings during the pregnancy/maternity leave.

The payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/maternity benefits, and shall continue, while the employee is in receipt of such benefits, for a maximum period of seventeen (17) weeks. The employee's regular weekly base salary shall be determined by multiplying their regular hourly rate on her last day worked prior to the commencement of the leave times their normal weekly hours.

22.03 PARENTAL LEAVE

- a) Parental leave will be granted in accordance with the provisions of the Ontario *Employment Standards Act* or the legislation in the Province where the employee works, except where amended in this agreement. During this time, if the employee has at least one (1) year of continuous service at the Plan, the Employer shall continue to pay the hospital, medical, dental, disability and group life benefits of this agreement, but vacation credits shall not continue to accumulate.

- b) An employee who has at least two (2) years of continuous service at the Plan, who is on parental leave as provided under this agreement and who is also in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, 1996, shall be paid a wage supplement equal to the difference between 75% of their weekly base salary and the sum of their weekly Employment Insurance parental benefit plus any other earnings during the parental leave.

The payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue, while the employee is in receipt of such benefits, for a maximum period of twelve (12) weeks. The employee's regular weekly base salary shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

22.04 PROCEDURE UPON RETURN FROM PREGNANCY/MATERNITY OR PARENTAL LEAVE

When an Employee decides to return to work after parental or maternity leave, s/he shall provide the Employer with at least four weeks' notice. On return from parental or maternity leave the Employee shall be placed at least in his/her former position. If the former position no longer exists, s/he shall be placed in a position in his/her office of equal classification at the same rate of pay, in accordance with the lay off and recall procedures of this agreement.

22.05 PAID JURY AND WITNESS DUTY LEAVE

- a) An Employee who is summoned for and performs jury service as prescribed by applicable law shall be paid an amount equal to the difference between the straight time wages the Employee otherwise would have earned (not including travel allowance or reimbursement of expenses) on each day of jury duty and the daily jury duty fee paid by the Court for each work day on which he/she performs jury service and on which he/she otherwise would have been scheduled to work, for up to a maximum of thirty (30) working days per year. During this period, the Employee shall continue to receive benefits and to accumulate vacation credits.

- b) An Employee who is subpoenaed as a witness as prescribed by applicable law, in a court proceeding other than one in which he/she is a plaintiff or defendant, shall be paid an amount equal to the difference between the straight time wages he/she would otherwise have earned (not including travel allowance or reimbursement of expenses) on each day he/she is required in court and any witness fee paid to him/her for each work day on which he/she is required in court and on which he/she would otherwise have been scheduled to work, for up to a maximum of three (3) calendar days per year. During this period, the Employee shall continue to receive benefits and to accumulate vacation credits.

22.06 UNION LEAVE

- a) The Employer will grant a leave of absence, without pay, but with no loss of seniority or benefits and with continued accumulation of vacation credits in the event an Employee is elected or appointed as a delegate to a COPE or CLC or OFL convention for less than thirty (30) days upon written request from the International Representative for the Union.
- b) A maximum of three (3) bargaining unit members shall be granted a leave of absence, without pay, but with no loss of seniority or benefits and with continued accumulation of vacation credits to attend to collective bargaining on behalf of the Employees in their office upon reasonable notice to their supervisors.

22.07 TIME OFF FOR ELECTIONS

Employees shall be allowed time off, with pay, before the close of polls in accordance with the relevant legislation. During this period, the Employee shall continue to receive benefits and to accumulate vacation credits.

22.08 GENERAL LEAVE

The Employer may grant up to a 12-month leave of absence to an Employee for good and sufficient reason. Such leave of absence shall be without pay and without loss of seniority. Benefits and accumulation of vacation credits will continue for the first thirty (30) days only.

Any Employee granted a leave of absence should have the option to purchase benefits listed in Articles 25.03, 25.04, and 25.05 subject to written approval from the insurers for a maximum period of six (6) months.

The Employer will devote every effort to obtaining approval for the above from the insurers.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 PAY DAYS

The Employer shall pay salaries in accordance with Article 24 of this agreement every other Thursday for two (2) week periods. On each pay day, each Employee shall be provided with an itemized statement of his/her wages, overtime and deductions.

23.02 PAY ON TEMPORARY HIGHER RATED JOB

An Employee who is assigned to a higher rated classification for at least one (1) hour but less than four (4) hours, shall be paid the rate applicable to the classification based on his/her seniority for each hour or part thereof that he/she works in the higher paying classification. If an Employee works in the higher paying classification for at least four (4) hours in a day, he/she shall be paid the rate applicable to the classification based on his/her seniority for that day.

23.03 PAY ON TEMPORARY LOWER RATED JOB

An employee who is assigned to a lower-rated classification, on a temporary basis, shall continue to be paid at the rate applicable to his/her higher classification.

23.04 TRAVEL ALLOWANCE

Travel rates paid to an Employee using his/her own automobile for the Employer's business shall be \$0.65 per kilometer for the first 5,000 kilometers and \$0.60 per kilometer thereafter, and all parking and toll charges.

The employer shall pay for an employee's parking if that employee is required to have his or her car available to perform duties associated with his or her job.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.05 EDUCATIONAL ALLOWANCE

The Employer shall pay the cost of an academic or technical course approved by the Employer. Employees may be asked to provide satisfactory evidence of course completion.

Work related courses taken at the request of the Employer shall be taken, if possible, during normal working hours. If the Employer requests that the course be taken outside of normal working hours, then the Employer shall provide overtime remuneration for the time spent attending the course or meeting.

23.06 PER DIEM ALLOWANCE

The Employer shall pay a per diem allowance of up to thirty-five (\$35.00) upon presentation of receipts for all approved business trips of over 100 miles (160 kilometers), round trip. If an overnight stay is required, the allowance for that day shall be up to seventy (\$70.00) dollars upon presentation of receipts.

ARTICLE 24 - JOB CLASSIFICATIONS & SALARIES

Effective June 1, 2024 all salaries will be increased by 4.75%

Effective June 1, 2025 all salaries will be further increased by 4.0%

Effective June 1, 2026 all salaries will be further increased by 2.75%

a) as of June 1, 2024

CLASSIFICATION	Salary Level	CURRENT	1st Yr	2nd Yr	3rd Yr
			4.75%	4.00%	2.75%
Paralegal	START	67,073	70,259	73,069	75,079
	12 mo.	70,422	73,767	76,718	78,827
	24 mo.	77,041	80,700	83,928	86,236
Real Estate/Estates Law Clerk Consumer Advocate Bookkeeper	START	62,902	65,890	68,525	70,410
	12 mo.	64,689	67,762	70,472	72,410
	24 mo.	70,625	73,980	76,939	79,055
Title Searcher/Conveyancer	START	61,640	64,568	67,151	68,997
	12 mo.	63,275	66,281	68,932	70,827
	24 mo.	69,023	72,302	75,194	77,261
Sr. Secretary - Real Estate Sr. Secretary - Litigation Sr. Secretary - Family	START	60,371	63,239	65,768	67,577
	12 mo.	61,861	64,799	67,391	69,245
	24 mo.	67,420	70,622	73,447	75,467
Claims Examiner/Intake	START	57,471	60,201	62,609	64,331
	12 mo.	58,660	61,446	63,904	65,662
	24 mo.	63,814	66,845	69,519	71,431
Intake Specialist Complaints Specialist	START	57,098	59,810	62,203	63,913
	12 mo.	58,290	61,059	63,501	65,247
	24 mo.	63,412	66,424	69,081	70,981
Data Processor if working prior to Jun.01.2011	START	54,023	56,589	58,853	60,471
	12 mo.	55,166	57,786	60,098	61,751
	24 mo.	60,025	62,876	65,391	67,189
	24 mo.	62,610	65,584	68,207	70,083
Secretary if working prior to Jun.01.2011	START	51,882	54,346	56,520	58,075
	12 mo.	53,025	55,544	57,765	59,354
	24 mo.	57,717	60,459	62,877	64,606
	24 mo.	60,205	63,065	65,587	67,391
Receptionist Clerk-Typist/Courier Records Administrator If working prior to Jun.01. 2008	START	51,169	53,600	55,744	57,276
	12 mo.	52,312	54,797	56,989	58,556
	24 mo.	52,882	55,394	57,610	59,194
	24 mo.	59,403	62,225	64,714	66,493

- b) Any employee hired before June 1, 2008 in the classification of Receptionist, Clerk-Typist, Courier and Records Administrator will be paid \$56,541 as of June 1, 2021.
- c) Any employee hired before June 1, 2011, in the classification of Data Processor will be paid \$59,594 as of June 1, 2021.
- d) Effective June 1, 2025 all salaries will be increased by 4.0%.
- e) Effective June 1, 2026 all salaries will be further increased by 2.75%.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 EMPLOYEES ELIGIBLE FOR PLAN BENEFITS

- a) After the first ninety (90) days of employment, the Employer shall pay on behalf of each Employee, except as otherwise provided for in this collective agreement, and except for temporary employees, the full cost of the premiums for the benefit plans set out in this Article for all Employees and their dependents.
- b) In the case of absence for lay off, the Employer agrees to pay the full cost of the premiums for the benefit plans set out in this Article, except the pension plan, for three (3) months following the month of the lay off.
- c) Effective June 1st, 2008 in the case of absence for illness or disability, the Employer agrees to pay the full cost of the premiums for the benefit plans set out in this Article, except the pension plan, for the period of time the employee is collecting short-term disability and for the first thirty-five (35) weeks an employee, who has more than five (5) years seniority, is on long-term disability.
- d) Part-time Employees, working at least twenty (20) hours a week, may choose to buy into the benefits package available to full-time Employees. If such part-time Employee opts into the benefits package, he/she will be responsible for payment of twenty-five (25%) percent of the monthly premiums; the Employer will be responsible for the payment of the remaining seventy-five (75%) percent.
- e) In the event of the death of an active employee with ten (10) years of seniority, the employer will continue to pay Green Shield and legal services Plan premiums for six (6) months following the date of death.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.02 PENSION PLAN

The Employer shall contribute monthly to an RRSP for each full-time or part-time Employee as follows:

Commencing June 1, 2004, the RRSP percentage will increase, as follows:

- a) 6.5% starting on the Employee's eligibility date (91st day of employment)
- b) 7.0% starting on the Employee's 5th Anniversary Date
- c) 7.5% starting on the Employee's 10th Anniversary date
- d) 8.0% starting on the Employee's 13th Anniversary Date

Commencing June 1, 2005, the RRSP percentage will increase, as follows:

- a) 6.75% starting on the Employee's eligibility date (91st day of employment)
- b) 7.25% starting on the Employee's 5th Anniversary Date
- c) 7.75% starting on the Employee's 10th Anniversary date
- d) 8.0% starting on the Employee's 13th Anniversary Date

"Anniversary Date" is the same calendar date as seniority date. For example, an Employee with a seniority date of May 31, 1992 will reach her 13th Anniversary Date on May 31, 2005. Such Employee will be entitled to an RRSP of 8.0% on May 31, 2005.

25.03 HEALTH BENEFITS

Subject to Article 25.01, the Employer shall pay the full cost of the Green Shield premiums for the current Green Shield benefits, and for any changes in the Green Shield benefits that are set out in a Letter of Understanding.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.04 EMPLOYER CONTRIBUTIONS TO GROUP LIFE INSURANCE PROGRAM

The Employer shall pay the full cost of the premium for Group Life Insurance and Accidental Death and Dismemberment Plan for all full-time and part-time Employees, providing a schedule of benefits equivalent to one and one-half (1.5) times an Employee's annual salary. If an Employee is on an approved leave of absence at the time of death, the benefit shall be calculated in accordance with the annual rate of earnings prior to the commencement of the leave.

25.05 DEPENDENT LIFE INSURANCE

The Employer shall pay the full cost for life insurance for a permanent full-time Employee's dependents. The amount of insurance shall be as follows:

Spouse \$12,000.00

Children \$ 3,000.00

The Employer shall pay the full cost for life insurance for permanent part-time Employee's dependents, but the amount of insurance shall be pro-rated.

25.06 SHORT AND LONG TERM DISABILITY PLANS

The Employer shall pay the full cost of the premiums for a Short Term and Long Term Disability Plan.

ARTICLE 26 - UNION LABEL

26.01 All typewritten, mimeographed and dittoed work performed by a member of the Union in the office of the Employer will bear the Local 343 C.O.P.E. Union label except for all court documents and all other documents of a similar nature.

ARTICLE 27 - GENERAL CONDITIONS

27.01 BULLETIN BOARDS

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

27.02 PERSONNEL RECORDS

The personnel records of an Employee or former Employee shall not be shared in any manner with any other employer or agency without the prior written consent of the Employee concerned.

27.03 LETTER OF REFERENCE

On termination of employment for any reason the Employer shall provide a letter of reference, on request.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 COPIES OF AGREEMENT

The Union and the Employer desire every Employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason the Employer shall provide, at his own costs, sufficient copies of the agreement within thirty (30) working days of signing.

ARTICLE 29 - GENERAL

29.01 GENDER NEUTRAL TERMS MAY APPLY

Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if the gender neutral terms have been used where the context of the party or parties hereto so require.

ARTICLE 30 - STRIKES, STOPPAGES AND LOCKOUTS

30.01 Inasmuch as this agreement provides orderly procedures for the settlement of Employee grievances and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this agreement. The words "strikes" and "lockouts" as used herein are agreed to have the meanings defined for these words in the Ontario Labour Relations Act.

ARTICLE 31 - HEALTH AND SAFETY

31.01 The Employer shall make all reasonable provisions for the health and safety of Employees during working hours. The Union may from time to time bring to the attention of the Employer any suggestions in regard to the health and safety of Employees and also any other suggestions for improvements in the conditions of work and the Employer shall consider these suggestions for implementation.

31.02 The Employer shall pay for eight (8) hours of WHMIS training for at least one (1) Employee from each office.

31.03 The Employer will have its video display terminals tested annually for radiation emission levels.

ARTICLE 32 - SUBCONTRACTING

32.01 No work which is normally or customarily performed by Employees within a particular office and within job classifications covered by this Agreement shall be subcontracted by the Employer to any outside source or agency if such subcontracting has the effect of depriving Employees of regular work or regular earnings. This Article will apply except when its application would result in extraordinary cost(s) to the Employer.

ARTICLE 33 - PROTECTION OF EMPLOYMENT STANDARDS

33.01 The rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and regulations made thereunder as they existed on March 24, 1999, as the same relates to the Union, the Employer or its employees shall be minimum requirements incorporated within the Collective Agreement; however, where the Collective Agreement provides higher remuneration in money or greater right, benefit, term or condition of employment in favour of an employee(s) with respect to a particular standard, the Collective Agreement shall prevail.

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and regulations made thereunder, as they existed on March 24, 1999, as the same relates to the Union, the Employer and/or its employees, may be subject to the grievance procedure of the Collective Agreement or may be prosecuted and enforced through the procedural mechanisms offered by the Employment Standards Act and regulations thereunder, as they exist from time to time, but not both.

ARTICLE 34 - TERM OF AGREEMENT

34.01 DURATION

This collective agreement shall be binding and remain in effect from June 1, 2024 to May 31, 2027.

DATED at Toronto this day December 27, 2024.

CANADIAN OFFICE & PROFESSIONAL PLAN
EMPLOYEES UNION LOCAL 343



Kiruthiha Kulendiren (Jan 6, 2025 12:15 EST)

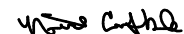
Kiruthiha Kulendiren, Staff Representative

Local Union Bargaining Committee:



Rita Oppedisano (Dec 18, 2024 14:03 EST)

Rita Oppedisano



Nicole Constable (Dec 26, 2024 13:32 EST)

Nicole Constable



Colleen Barliak (Dec 30, 2024 20:47 EST)

Colleen Barliak

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Stephen Ginsberg (Dec 25, 2024 21:35 EST)

Stephen B. Ginsberg



William Clark (Dec 19, 2024 11:01 EST)

William A.D. Clark



Jennifer Kalant (Dec 19, 2024 10:06 EST)

Jennifer Kalant

UnionDate

2024 Final Agreement - New Language

Letter of Understanding

Re: Benefit Changes in 2024 Contract

In order to make an overall improvement to the Plan's benefit package, it is agreed that the following changes will be made:

1. Commencing June 1, 2024, optometric eye exams will be increased to \$90.00 every 24 months
2. Commencing June 1, 2024, the annual dental maximum for all services other than orthodontic services will be increased to \$2,000.00, and to \$2,050.00 commencing June 1, 2025, and to 2,100.00 commencing June 1, 2026.
3. Commencing June 1, 2024, the vision benefit maximum will be increased to \$525 every 24 months.
4. Commencing June 1, 2024, the annual Professional Services benefit maximum will be increased to \$775.00 per calendar year.
5. Commencing June 1, 2024, the registered massage therapist benefit will be increased to \$50.00 per visit, to a maximum of \$750.00 per calendar year, and commencing October 1, 2024 there will no longer be a requirement for an M.D. or nurse practitioner recommendation.
6. Commencing June 1, 2024, the annual drug benefit maximum will be increased to \$10,000.00 per calendar year.
7. Commencing June 1, 2024, Employees who have retired after completing 22 years of continuous service shall, upon attaining 62 years of age, become entitled to an individual retirement benefit plan ("RBP") spending account of \$3,000 maximum per family, annually (Pro-rated in the first year of retirement), until date of death of the retiree. Family means only the retiree and his or her spouse. The RBP coverage is for drugs, vision, eye exams, audio, paramedical (e.g. Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Osteopath, Speech Therapist/Pathologist, Registered Massage Therapist, dental and orthodontics only, provided that such benefits are included in the collective agreement for active employees.


Jennifer Kalant (Dec 19, 2024 10:06 EST)

Management

Dec 19, 2024

Date



Kiruthiha Kulendiren (Jan 6, 2025 12:15 EST)

Union

dec 27, 2024

Date

2024 Final Agreement - New Language

Letter of Understanding

Re: Retirement Incentive, 2024 Contract

During the term of the collective agreement the Plan will make the following Retirement Incentive payment, upon the following conditions, to a maximum of two persons per office per year.

1. Any bargaining unit employee who has at least twenty-two (22) years of seniority and is under age sixty-six (66) may apply for the Retirement Incentive, by notice in writing delivered to his or her Managing Lawyer no later than August 31st.
2. In order to be considered for the Retirement Incentive, the applicant must agree to retire on October 31st, and to not take any vacation days in September and October.
3. If there are more than two applications from an office, the Retirement Incentive will be given to the applicants who have the highest two scores as of the August 31st application deadline, calculated by adding completed years of seniority (no fractions) and age (no fractions). In the event of a tie for second highest score, seniority will prevail.
4. The Retirement Incentive is sixteen (16) weeks of the applicant's base salary on the August 31st application deadline, subject to the following:
 - (a) if the applicant's regular hours of work were reduced within two (2) years prior to August 31st, then the amount of the incentive will be sixteen (16) weeks of the base salary of the applicant on the day prior to the date of such reduction.
 - (b) if the applicant's regular hours of work were increased at least five (5) years prior to August 31st, then the amount of the incentive will be sixteen (16) weeks of the base salary of the applicant on August 31st.
5. At the Employer's discretion, more than two Retirement Incentives may be allowed in an office and, if allowed, will be given to the applicant(s) with the next highest score(s) as determined by the formula set out in paragraph three of this letter.


Jennifer Kalant (Dec 19, 2024 10:06 EST)

Management

Dec 19, 2024

Date


Kiruthika Kulendren (Jan 6, 2025 12:15 EST)

Union

Dec 27, 2024

Date

Letter of Understanding

Re: Benefit Changes from 2005 Contract to 2008 Contract

In order to make an overall improvement to the Plan's benefit package and at the same time address cost containment concerns, it is agreed that the following changes will be made:

1. Vision care will be increased to \$350.00 every 24 months, commencing June 1, 2008, and to \$375.00 every 24 months, commencing June 1, 2010.
2. Eye Exams will be increased to \$50.00 every 24 months commencing June 1, 2008.
3. Commencing June 1, 2008, the annual dental maximum for all services other than orthodontic services will be increased to \$1,450.00, and to \$1,500.00 commencing June 1, 2010.
4. The annual paramedical services benefit maximum (e.g. Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Osteopath, Speech Therapist/Pathologist) will be increased to \$625.00 per year commencing June 1, 2008, and to \$650.00 per year commencing June 1, 2010.

Commencing June 1, 2008, the Registered Massage Therapist (medical referral required) will be \$20.00 per visit up to a maximum of \$625.00 per calendar year, and commencing June 1, 2010, will be \$25.00 per visit up to a maximum of \$650.00 per calendar year.

5. Commencing June 1, 2008, the annual drug plan maximum will be \$8,000.00 per person, the deductible per prescription will be \$4.00.
6. GreenShields coverage for unmarried children is extended to the end of the calendar year in which the dependent child attains age 25, if enrolled and in full-time attendance at an accredited college, university or educational institute".
7. Employees who have retired after completing 22 years of continuous service shall, upon attaining 62 years of age, become entitled to an individual retirement benefit plan ("RBP") spending account of \$2,850.00 maximum, annually (pro-rated in the first year of retirement), until date of death, for the retiree only and for his or her spouse only during the lifetime of the retiree (i.e. dependents are not eligible).

The RBP coverage is for drugs, vision, eye exams, audio, paramedical (e.g. Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Osteopath, Speech Therapist/Pathologist, Registered Massage Therapist (medical referral required)), dental and orthodontics only, provided that such benefits are included in the collective agreement for active employees.



Management



Union



Date



Date

Letter of Understanding

Re: Benefit Changes from 2008 Contract to 2011 Contract

In order to address cost containment concerns, it is agreed that the following changes will be made effective June 1, 2011:

1. The out-of-province travel benefit coverage will change from a maximum of 180 days per year to a maximum of 60 days per year.
2. The out-of-province travel coverage for the return of an automobile will change from \$1,000.00 per trip to \$1,000.00 per calendar year.
3. The long-term care maximum will change to \$1,200.00 per month.



Management



Union

September 9, 2011

Date

Oct 11 / 11

Date

Letter of Understanding

Re: Benefit Changes in 2017 Contract

In order to make an overall improvement to the Plan's benefit package and at the same time address cost containment concerns, it is agreed that the following changes will be made:

1. Optometric eye exams will be increased to \$65.00 every 24 months commencing June 1, 2018.
2. Commencing June 1, 2017, the annual dental maximum for all services other than orthodontic services will be increased to \$1,700.00, and to \$1,750.00 commencing June 1, 2018, and to \$1,800.00 commencing June 1, 2019, and to \$1,850.00 commencing June 1, 2020.
3. Commencing June 1, 2018, within the annual dental maximum will be included coverage for implants at a 50% co-pay. Commencing June 1, 2017, Accidental Dental coverage will change from "reasonable and customary charges" to "reasonable and customary charges not to exceed \$10,000 annual maximum per person per calendar year".
4. Commencing June 1, 2017 the "psychologist" benefit will be for "clinical psychologist or a counsellor with a master's degree or PHD in social work, counselling psychology or clinical psychology". Commencing June 1, 2017, the maximum for subsequent visits will be increased to \$30.00 per hour and the annual maximum (initial and subsequent visits) will be increased to \$675.00. Commencing June 1, 2018, the maximum for subsequent visits will be increased to \$35.00 per hour and the annual maximum (initial and subsequent visits) will be increased to \$700.00. Commencing June 1, 2019, the maximum for subsequent visits will be increased to \$40.00 per hour.
5. The annual paramedical services benefit maximum (e.g., Physiotherapist, Chiropractor, Podiatrist, Chiropodist, Osteopath, Speech Therapist/Pathologist) will be increased to \$700.00 per year commencing June 1, 2018.
6. Commencing June 1, 2017, the Registered Massage Therapist (medical referral required) will be \$35.00 per visit up to a maximum of \$675.00 per calendar year.
7. Commencing June 1, 2018, the Registered Massage Therapist (medical referral required) will be \$40.00 per visit up to a maximum of \$700.00 per calendar year.
8. Commencing June 1, 2017, the vision benefit maximum will include laser eye surgery.
9. Commencing June 1, 2019, the vision benefit maximum will be increased to \$400 every 24 months.
10. Commencing June 1, 2018, the annual drug plan maximum will be \$9,000.00 per person.
11. Commencing June 1, 2017, audio (hearing aid) coverage will change from no maximum to a \$1,000 maximum per ear, every 3 years.
12. Commencing June 1, 2017, the long term care facility maximum will decrease, from \$1,200 per month to \$800 per month.
13. Commencing June 1, 2017, the semi-private coverage will change from "reasonable and customary charges" to "reasonable and customary charges not to exceed a \$1,500 annual maximum per person per calendar year".

Management

Union

Date

Date

MAY 23, 2017

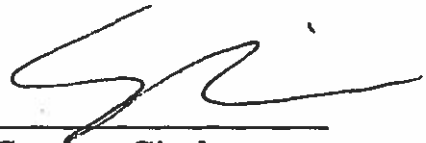
June 6, 2017

LETTER OF UNDERSTANDING
Re: Legal Services Plan

TO: Patty Clancy
Local 343
OPEIU

FROM: Stephen Ginsberg
Executive Director
CAW Legal Services Plan

During the 1990 negotiations it was agreed that the Employer would provide a legal services plan for the Employees. Accordingly, it is understood that a legal services plan for the Employees will become effective January 1, 1992. The plan will be similar to the GM-CAW Legal Services Plan.



Stephen Ginsberg

Letter of Understanding

Letter of Understanding

Re: Retirement Incentive, 2017 Contract

During the term of the collective agreement the Plan will make the following Retirement Incentive payment, upon the following conditions, to a maximum of two persons per office per year.

1. Any bargaining unit employee who has at least 22 years of seniority and is under age 65, may apply for the Retirement Incentive, by notice in writing delivered to his or her Managing Lawyer no later than August 31st.
2. In order to be considered for the Retirement Incentive, the applicant must agree to retire on October 31st, and to not take any vacation days in September and October.
3. If there are more than two applications from an office, the Retirement Incentive will be given to the applicants who have the highest two scores as of the August 31st application deadline, calculated by adding completed years of seniority (no fractions) and age (no fractions). In the event of a tie for second highest score, seniority will prevail.
4. The Retirement Incentive is thirteen (13) weeks of base salary.
5. At the Employers's discretion, more than two Retirement Incentives may be allowed in an office and, if allowed, will be given to the applicant(s) with the next highest score(s) as determined by the formula set out in paragraph three of this letter.



Management



Union



Date



Date












2024-27 COPE343-ULSP AGREEMENT

Final Audit Report

2025-01-06

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