

COLLECTIVE AGREEMENT

- Between -

UNIFOR Local 252
(hereinafter referred to as the "Employer")

- and -

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

Expiring April 30, 2027

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its clerical employees.

ARTICLE 2 - UNION SECURITY

- 2.01 Any person hereafter employed shall be required to join the Union within sixty (60) days of hiring.
- 2.02 All present employees who are members of the Union on the effective date of this Agreement, or who subsequently become members, shall remain members in good standing in the Union during the term of this Agreement.
- 2.03 All employees who are not members of the Union shall become members of the Union on the effective date of this Agreement and shall remain in good standing in the Union during the term of this Agreement as a condition of continued employment.

The Employer agrees to deduct from the last pay of each month, the monthly dues of any employee covered by this Agreement and to forward money so deducted to the Union not later than the 10th day of the month following such deductions.

- 2.04 The Employer will not contract out bargaining unit work.

ARTICLE 3 - SENIORITY

- 3.01 Seniority shall be accumulated on the basis of length of service in any office of the Employer and shall be accorded to each employee at the completion of the probationary period of sixty (60) days, effective from date of hiring.
- 3.02 In promotions and lay-offs, seniority shall be the only consideration where the employee's ability is sufficient to perform the work required.
- 3.03 The seniority status of an employee who is laid off or granted "leave of absence" shall be retained and shall continue to accumulate.

ARTICLE 4 - HOURS & WAGES

- 4.01 Full-time employee shall be paid as follows:

5% May 1, 2024	\$1,118.64 weekly
3% May 1, 2025	\$1,152.20 weekly
2% May 1, 2026	\$1,175.24 weekly

- 4.02 Part-time and temporary employees shall be paid as follows: ESA minimum wage, plus +\$1.50 per hour, and in addition shall receive 6% of gross earnings as vacation pay in lieu of all benefits. Should the Part-time position become vacant, the Employer may elect to modify the hours or status of the position and shall inform the Union of any changes.

- 4.03 The Full-time work week shall consist of five (5) working days, 40-hour work week, Monday to Friday. Hours will be 8:00 am to 4:00 pm.
- 4.04 All time worked outside the regular scheduled hours mentioned above, shall be paid at the rate of time and one-half (1½) Monday to Friday.
- 4.05 Any time worked Saturday shall be paid for at the rate of time and one-half (1½).
- 4.06 Any time worked Sunday shall be paid for at two times the rate. Overtime shall be voluntary on the part of employees concerned.
- 4.07 Employees shall be granted half an hour for lunch being from 1:00 to 1:30 p.m.
- When an employee is required to forego lunch period, such time will be paid at the rate of time and one-half (1½).
- 4.08 Employees shall be granted a fifteen-minute rest period both morning and afternoon without loss of pay.

ARTICLE 5 - PAID HOLIDAYS

- 5.01 Employees shall be paid for the following:

Family Day	New Year's Day	Canada Day	
Easter Monday	Civic Holiday	Christmas Day	Good Friday
Labour Day	Victoria Day	Thanksgiving Day	December 24 th
Boxing Day	2 Floating Holiday (to be taken by mutual agreement)		

and such Holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities.

- 5.02 Pay for work performed on such holidays shall be at one and one-half times the employee's regular rate, in addition to the holiday pay set out above.
- 5.03 If any holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday.

ARTICLE 6 - VACATIONS

- 6.01 First 12 months: 2 weeks on an accrual basis, (10 days Vac = 0.83 days per month)

Year 2-6	3 weeks VAC
Year 7-11	4 weeks VAC
Year 12-19	5 weeks VAC
Year 20+	6 weeks VAC

- 6.02 Employees shall be given an opportunity to take three weeks of their vacation in consecutive weeks if they so desire. Employees entitled to four weeks must take the 4th week at a time mutually convenient to the Employer and the employee.

Employees shall take the 5th and 6th weeks of vacation under the same terms as mentioned for the 4th week mentioned above. The employee will not take vacation at a time when two of the three top officers are away from the Local 252, UNIFOR.

- 6.03 When a recognized holiday falls within an employee's vacation period, such holiday will not be counted as vacation, and another day off will be granted or the date of return may be one full day later or the vacation may commence one day earlier, as arranged with the Employer.

ARTICLE 7 - GRIEVANCE & ARBITRATION

- 7.01 (a) The duly authorized representatives of both parties i.e. the President of Local 252, and a Representative of the Union shall meet on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or breach of this Agreement. These Representatives shall attempt to resolve them.
- (b) If the Representatives of the parties are unable to agree on any such question within two weeks, it shall be submitted to an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties hereto. Compensation of the Arbitrator shall be borne equally by the Employer and the Union.

If the two cannot agree on an Arbitrator, then the Minister of Labour for the Province of Ontario shall be asked to appoint an Arbitrator.

- (c) Where an Arbitrator finds that the Employer has violated the Agreement and such violation has resulted in loss of earnings for the employees concerned, such Arbitrator shall have the right to direct compensation for such employees to the extent that is fair and equitable.
- (d) The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.

ARTICLE 8 - DISCHARGE & DISCIPLINARY ACTION

- 8.01 The Employer shall not discipline or discharge an employee without just cause, subject to the employee's right to lodge a grievance under the provisions of Article 7 - Grievance Procedure. The employee shall be accompanied by their union representative at any meeting in which disciplinary action is being considered. In the event that an employee is discharged or otherwise disciplined, the Employer shall provide to the employee, with a copy to the union, the written reasons for which the disciplinary action is being taken.
- 8.02 Termination of employment will be in accordance with the regulations provided for under the Employment Standards Act.
- 8.03 The Employer shall not discipline an employee without prior warning unless the circumstances justify immediate discharge.
- 8.04 The Employer shall not impose disciplinary penalties which are unreasonable or unjust.

- 8.05 In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the Grievance & Arbitration Procedure provided in Article 7.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

- 9.01 There shall be no strikes on the part of the Union nor lockouts on the part of the Employer during the lifetime of this Agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized not only by the Local Union but also by the International Union.

ARTICLE 10 - SICK LEAVE

- 10.01 Employees hired after May 1, 2018 shall be allowed 6 sick days per year, employees hired prior to May 1, 2018 shall maintain "Sick Leave" of one day per month. In addition, in case of serious illness, sick leave to a maximum of thirteen weeks per year at full pay, and a further thirteen weeks at 50% of full salary. Such leave shall not accumulate from year to year.
- 10.02 The Employer may seek medical verification from a doctor mutually agreeable to the parties in the event of extended sick leave being required. Expenses in such case will be assumed by the Employer.
- 10.03 The employee will apply for E.I. Benefits when advised by a doctor that the illness will be in excess of two (2) weeks.
- 10.04 Unused sick days (maximum of 5) will be paid out at the end of each calendar year.

ARTICLE 11 - DISCRIMINATION

- 11.01 There shall be no discrimination on the basis of age, sex, national or racial origin, nationality, colour, religion, marital or family status, sexual orientation or any other grounds as outlined in the Ontario Human Rights Code, in regard to hiring, promotion, demotion, lay-off, dismissal, rates of pay or other terms or conditions of employment.

ARTICLE 12 - RIGHTS & PRIVILEGES

- 12.01 Any rights and privileges enjoyed by employees or mutually agreed upon hereafter shall remain unchanged during the life of the Agreement.

ARTICLE 13 - HEALTH & SAFETY

- 13.01 The Employer shall continue to make all reasonable provisions for the safety and health of the Local Union's employee(s) during the hours of their employment and will adhere to applicable laws and regulations.

ARTICLE 14 - WELFARE

- 14.01 The Employer agrees to pay the full cost of O.H.I.P. with semi-private coverage at the applicable rate.
- 14.02 The Employer agrees to pay the COPE Local 343 Drug, Dental and Vision Care Plan, at the applicable rate.
- 14.03 The Employer agrees to pay the premiums of the COPE Local 343 Life and Accidental Death & Dismemberment Plan of twice the employee's salary.
- 14.04 The Employer shall pay the premiums for the COPE Long Term Disability Plan on the basis of 75% of the employee's wages.
- 14.05 On behalf of each employee, the Employer will deposit on a monthly basis, the equivalent of 8.9% of the employee's monthly salary into an RRSP account of the employee's choice. This total shall be capped at the current wage rate for 2024.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 Upon written application to the President of Local Union 252, UNIFOR the Local Union will consider a "Leave of Absence" for the following reasons:
- (a) **Medical**
Personal illness and disability. An employee will be granted a Medical Leave of Illness and Disability when supported by a physician's statement. Sickness and Accident Benefits as provided for in Article 10.
 - (b) **Jury Duty**
If the employee is called for Jury Duty, she will continue to receive full salary and she will reimburse UNIFOR Local 252 the amount of her statutory remuneration. If she is discharged from Jury Duty by 11:00 a.m. the employee must report for work for the remainder of the day.
 - (c) **Union**
An employee will be granted a "Leave of Absence" for Union business, when selected to perform services which will take him/her from his/her place of employment.
 - (d) **Bereavement**
An employee will be granted "Leave of Absence" in the case of a death in the immediate family of an employee that is: his/her mother, father, son, daughter, brother, sister, grandchildren, spouse, grandparents, mother-in-law, father-in-law, sister-in-law or brother-in-law and aunt or uncle. Local 252, UNIFOR will grant where necessary for the purpose of attending the funeral, "Leave of Absence" with pay up to and including the day of the funeral but not exceeding three days total leave. Such a leave may be extended without pay.

(e) **Personal**

An employee may be granted a "Leave of Absence" for other legitimate reasons.

All "Leaves of Absence" will be without pay except as provided in paragraphs, a, b, and d.

(f) **Maternity Leave**

Employees with twelve (12) months service are entitled to a six (6) month leave of absence in cases of maternity.

(1) Employees will receive no salary for the first two (2) weeks of the leave.

(2) Employees will receive a lump-sum payment equivalent to eighty-five percent (85%) of two weeks salary.

(3) Employees will receive the difference between eighty-five percent (85%) of salary and E.I. benefits the employee is eligible to receive for the period in which E.I. is payable. An additional leave of absence to a maximum aggregate of twelve (12) months shall be granted at the request of the employee. (*See Appendix "A" SUB Plan attached*).

(4) Seniority and benefits shall continue and accumulate during Parental Leave.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 In the event of new methods of operations, including, but not limited to, data processing equipment, computers or automated equipment of any type, the Employer agrees to meet the Union to discuss such changes.

16.02 In the event that training is required, the method of such training shall be by mutual agreement.

16.03 The Employer will provide training during working hours. If training time is required outside working hours, the employees will be compensated as per the Collective Agreement. The Employer will cover all costs with respect to fees, etc. for any courses.

16.04 No employee shall be required to work a VDT/Computer for more than four hours per day. Employees will be entitled to a ten-minute break per hour while using this equipment.

16.05 The Employer will provide all such items as necessary to ensure VDTs/Computers are as safe as possible, including such items as safety installed inside the computer, regular equipment checks, softer coloured screens, etc.

16.06 The Employer shall ensure the provision of adequate working conditions. Such conditions will include, but not be limited to: adjustable furniture for equipment, seating, lighting, ventilation and noise attenuation. No employee will sit any closer than two metres from the side or back of the computer in the workplace.

ARTICLE 17 - JOB SECURITY/LAY-OFF PROTECTION

- 17.01 The Employer agrees to meet with the Union prior to any reduction in hours or lay-offs of employees covered by this Collective Agreement.
- 17.02 In the event of a reduction of hours, the method of such reduction shall be discussed between the parties, with all efforts being made to minimize the effect of the employees (e.g. to allow maximum advantage under E.I.). All benefits shall continue at the same rate prior to any reduction of hours.
- 17.03 In the event of a lay-off, benefits shall continue for a period of six (6) months, for employees hired prior to May 1, 2018, and three (3) months for employees hired after May 1, 2018, or such longer period as may be agreed to.
- 17.04 Employees hired prior to May 1, 2018 shall receive a minimum of two (2) months lay-off notice, and employees hired after May 1, 2018 shall receive four (4) weeks lay-off notice, or such longer period as may be legislated by Employment Standards, for any reduction in hours or lay-off.
- 17.05 In the event of a permanent lay-off employees shall receive severance pay at the rate of two (2) weeks' pay (based on a full weekly salary), for each year of service.

ARTICLE 18 - TERMINATION

18.01 This Agreement will remain in effect from May 1, 2024 until April 30, 2027 and shall be automatically renewed unless ninety (90) days prior to the termination either party shall serve upon the other written notice of its desire to make changes therein.

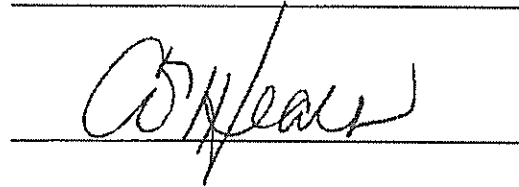
SIGNED this 2nd day of MAY 2024.

On behalf of:

UNIFOR LOCAL 252

COPE LOCAL 343





Iamdistrict78

APPENDIX 1

UNIFOR LOCAL 252 SUB PLAN

1. The objective of the plan is to supplement the unemployment insurance received by workers for unemployment caused by maternity/parental leave.
2. The following group of employees are covered by the plan: COPE Local 343/ contract members that have accrued 12 months service.
3. The benefit level paid under this plan is the difference between unemployment insurance gross benefits (plus any other earnings elsewhere) and 85% of the employees' normal weekly salary. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received by the employees will not exceed 85% of the employees' normal weekly earnings. The duration of the benefit is for the duration of maternity/parental leave benefits payable under E.I. (including the waiting period).
4. The duration of the plan is from May 1, 1998 for the life of the Collective Agreement.
5. Employees do not have a right to SUB payments except for supplementation of U.I. benefits for the unemployment period as specified in the plan.
6. Employees must apply for unemployment insurance benefits before SUB becomes payable.
7. Employees disentitled or disqualified from receiving E.I. benefits are not eligible for SUB.
8. The Employer will inform the Canada Employment & Immigration Commission of any changes to the plan within thirty days of the effective date of the change.
9. The plan is financed from the Employer's general revenues. SUB payments will be kept separate from payroll records.
10. The employee must provide the Employer with the proof that he or she is getting E.I. benefits.
11. The Employer uses the benefit stub to verify that employees are receiving E.I. benefits or all other earnings. The company's Revenue Taxation registration number is _____.
12. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.