

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN OFFICE & PROFESSIONAL EMPLOYEES
UNION**

COPE LOCAL 343

AND



Effective January 1, 2023 – December 31, 2025

Ratification Date: March 14, 2023

Table of Contents

ARTICLE 1: RECOGNITION AND SCOPE	2
ARTICLE 2: DISCRIMINATION.....	2
ARTICLE 3: UNION SECURITY AND REPRESENTATION.....	4
ARTICLE 4: DEFINITIONS	5
ARTICLE 5: SENIORITY.....	6
ARTICLE 6: HOURS OF WORK	7
ARTICLE 7: OVERTIME AND SUPPLEMENTARY PAYMENTS.....	8
ARTICLE 8: STATUTORY HOLIDAYS AND HOLIDAYS.....	9
ARTICLE 9: VACATIONS.....	11
ARTICLE 10: GRIEVANCE PROCEDURE AND ARBITRATION	13
ARTICLE 11: DISCIPLINE	15
ARTICLE 12: LAYOFFS AND RECALLS.....	15
ARTICLE 13: BENEFITS.....	18
ARTICLE 14: MISCELLANEOUS ABSENCES	21
ARTICLE 15: LEAVES OF ABSENCE	23
ARTICLE 16: JOB POSTING PROCEDURES	27
ARTICLE 17: HEALTH AND SAFETY.....	29
ARTICLE 18: PROVISIONS FOR TEMPORARY EMPLOYEES	30
ARTICLE 19: PROVISIONS FOR PERMANENT PART-TIME EMPLOYEES.....	30
ARTICLE 20: TECHNOLOGICAL CHANGES	31
ARTICLE 21: CLASSIFICATION AND WAGES	32
ARTICLE 22: TRANSLATION OF THE COLLECTIVE AGREEMENT	33
ARTICLE 23: PERSONNEL FILE.....	33
ARTICLE 24: SUCCESSORS.....	33
ARTICLE 25: OCCUPATIONAL DISABILITY	34
ARTICLE 26: COST-OF-LIVING-ALLOWANCE (COLA)	34
ARTICLE 27: ELECTRONIC COMMUNICATIONS	36
ARTICLE 28: EMPLOYEE ASSISTANCE PROGRAM	36
ARTICLE 29: PORT ELGIN CONFERENCE	37
ARTICLE 30: HUMAN RIGHTS AND HARASSMENT	37
ARTICLE 31: EMPLOYMENT EQUITY CLAUSE.....	38
ARTICLE 32: WOMEN’S ADVOCATE	38
ARTICLE 33: DURATION OF AGREEMENT	39
SIGNATURE PAGE	40
LETTER OF UNDERSTANDING # 1: CONTINUING EDUCATION	41
LETTER OF UNDERSTANDING # 2: MISCELLANEOUS ABSENCES	42
LETTER OF UNDERSTANDING # 3: TROY LEWENZA AND AIDAN DAVIES	43
LETTER OF UNDERSTANDING # 5: GLOBAL PANDEMIC	44
LETTER FROM QUEBEC DIRECTOR: FRSQ POSITION	45

PREAMBLE

Unifor acknowledges that it operates on traditional territories, ceded and unceded of First Nations, and Metis and Inuit Peoples. Unifor respects the inherent and Treaty Rights of all Indigenous peoples across the land and affirms its commitment to working in a spirit of reconciliation and genuine collaboration.

We are mindful of broken covenants and of the need for healing and reconciliation with all our relations. We acknowledge that each community on the lands has a unique historical, cultural and spiritual connection to the land and we affirm our collective duty to work to understand them. We express our gratitude - to the ancestors who came before, those who are here now and their descendants who will be the future and we provide our commitment to pursuing a path towards decolonization and in support of self-determination.

Unifor will continue to be an active partner and support crucial work on the issue of missing and murdered Indigenous women and girls, residential schools, environmental degradation due to resource development policies, and the need for major public investments in Indigenous education, health care, social services, water infrastructure and housing.

Each year, September 30 marks the National Day for Truth and Reconciliation, a Unifor paid day to acknowledge the history and explore the rich and diverse cultures, voices, experiences and stories of First Nations, Inuit, and Metis Peoples.

PURPOSE

Whereas UNIFOR and COPE are dedicated to the furtherance "that Canadian workers as free citizens are entitled to secure and protect their mutual welfare and that of their families by all legitimate means".

Inherent in the purposes and philosophy of Unifor and COPE is the freedom of organization, without discrimination or oppression of any kind, to promote the advancement of economic, social and legislative objectives of all Canadian workers in the cause of peace, freedom and security for all. Having accepted this responsibility, and to further the aims and objectives of our mutual trust, as well as recognizing the mutual value of joint discussion and negotiations on all matters pertaining to working conditions, hours of work and wages, the Articles of agreement between the parties are hereby written.

Both parties being desirous of maintaining a harmonious relationship between themselves for the purpose of promoting the best interests and relations for defining their mutual rights and obligations, in a fair and reasonable manner.

ARTICLE 1: Recognition and Scope

- 1.01 Unifor recognizes the union as the sole collective bargaining agent for all its clerical employees.

1.02 Union Label

All work which is normally or customarily performed by the bargaining unit in the offices of UNIFOR will bear the Local 343 COPE label. No bargaining unit work shall be considered final form without a Local 343 COPE label.

All emails should only contain the Unifor Logo and the individual's COPE bug, e.g.:
CN:ds:cope343

1.03 Unifor Functions

COPE recognizes the right of Unifor to hire, promote, transfer, demote and lay off employees, and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

COPE further recognizes the right of Unifor to operate and manage the organization in all respects, to maintain order and efficiency in its offices, to determine the location of its offices, the services it will provide, the scheduling of its services, and the methods, processes, and means of its production. The Union further acknowledges that Unifor has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Unifor agrees to discuss with the employees changes in such rules and regulations.

COPE also recognizes that certain functions and activities of Unifor are confidential and all employees of Unifor are pledged to keep business, documents, records, letters, etc. of Unifor confidential.

- 1.04 Every month, Unifor will provide to the COPE National Representative, Chairpersons and Chief Steward and Stewards of Local 343 the following information:

Name and location for any new hire, transfer, resignation, discharge, retirement, personal leave, voluntary leave, maternity, paternity, sickness, short term (as known by the National Union) and long term disability, and death.

ARTICLE 2: Discrimination

- 2.01 Unifor and the union agree that there will be no discrimination against any employee on

the basis of race, ancestry, place of origin, colour, ethnic origin, religion, citizenship, creed, sex, sexual orientation, age, record of offences (subject to bonding requirements), marital status, family status, disability or personal or political affiliation.

- 2.02 Unifor agrees that there shall be no discrimination by Unifor against any employee or group of employees because of union activity as authorized in this Agreement or membership in the union. Employees shall not be subject to prejudice or discrimination because of presenting grievances for themselves or other employees.
- 2.03 The parties to this Agreement concur that harassment and bullying shall not be tolerated in the workplace. The parties state that every individual has the right to dignity, respect, and the right to be treated fairly in the workplace.

The parties understand harassment and bullying to be expressions of perceived power and superiority by the harasser or the bully over another person or group, usually (but not limited to) for reasons of sex, race, ethnicity, age, sexual orientation, disability, family or marital status, social or economic class, political or religious affiliation, or language.

Harassment and bullying are unwelcome, unwanted and uninvited; it may be expressed verbally or physically; it is usually coercive, and it can occur as a single incident or on a repeated basis. It comprises actions, attitudes, language or gestures which the harasser or bully knows, or reasonably ought to know, are abusive, unwelcome and wrong.

Racial harassment includes unwanted comments, racist statements, slurs, jokes, racist graffiti and literature, including articles, pictures and posters.

Sexual harassment is a particularly vicious form of harassment and is almost always directed at women. Included are remarks, jokes, innuendo and taunts of a sexual nature, insulting gestures and practical jokes of a sexual nature, the display of pornographic material, leering, demands for sexual favours, unnecessary physical conduct and physical assault.

- 2.04 Any complaint of harassment and/or bullying should immediately become the subject of a grievance for it to be presented at the final stage of the grievance procedure. A meeting between the UNIFOR President or their representative and Bargaining Unit Representatives for the purpose of discussing this grievance will be scheduled to take place no later than seven (7) days after the filing of the grievance.
- 2.05 Paid Domestic Violence Leave & Discipline Protection Language

Unifor agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, Unifor and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if work performance

or absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent, with permission with pay.

ARTICLE 3: Union Security and Representation

- 3.01 All clerical employees, whether part time, full time or temporary, hereafter employed by Unifor shall be required to join the union within thirty (30) days after date of hiring. 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 as a condition of continued employment.
- 3.02 Unifor shall deduct from each pay period the current dues of any employee covered by this Agreement and shall forward money so deducted to the Union. With such remittance Unifor shall furnish the Union with a list showing the names of the employees paying dues, and those not paying dues and listing the reasons why they are not paying dues.
- 3.03 UNIFOR agrees to recognize a committee of five (5) members of COPE elected by their members for the purposes of negotiating, proofreading, finalizing and signing the collective agreement. Such members shall suffer no loss of salary carrying out these functions and will receive normal hotel, travel, and per diem expenses paid by Unifor when authorized by the President or Secretary-Treasurer of Unifor.
- One (1) additional day plus necessary travel time for committee members from out of town will be allowed without loss of pay or benefits in order to enable the COPE bargaining Committee to hold a Caucus.
- 3.04 In order to carry out the provisions of this Agreement, there shall be one steward per office and a chief steward. The union agrees to inform the Officer in charge of the names of the stewards and of any changes which may take place.
- 3.05 There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 3.06 Employees shall not be required to handle struck work or work destined for struck departments or work of other COPE units that are on strike.
- 3.07 No work which is normally or customarily performed by employees within job classifications covered by this Agreement shall be subcontracted by UNIFOR to any outside source or agency which deprives employees of regular work or regular earnings. UNIFOR representatives shall not perform the work of any bargaining unit employee unless it requires immediate special attention and no bargaining unit employee is available to perform the work.

ARTICLE 4: Definitions

- 4.01 "Permanent employee" shall mean an employee who has completed the probationary period and who is engaged to work the normal hours of work of a full time employee. Wherever the word "employee" is used in the present Agreement, it is understood that it means "permanent employee" unless otherwise stated and this, notwithstanding Article 21.
- 4.02 "Permanent part-time employee" shall mean an employee who is engaged to work no more than twenty-eight (28) hours per week.
- 4.03 "Probationary employee" shall be defined as a new permanent employee or permanent part-time employee covered by this Agreement for the first ninety (90) working days of their employment.
- 4.04 "Temporary full-time employee" shall mean an employee engaged to fill a temporary vacancy created by the absence from the workplace of a permanent member of the staff or to carry out short- term work not to exceed eighteen (18) months, on the basis of a regular workweek. However, in the event that such an employee has been hired to fill a vacancy due to staff illness, the term of their employment shall coincide with the length of the absence which gave rise to the vacancy.

Notwithstanding what appears elsewhere in this Collective Agreement, such an employee will not accrue recall rights and will not have the right to bump or post.

- 4.05 "Temporary part-time employee" shall mean an employee engaged to fill a temporary vacancy created by the absence from the workplace of a permanent member of the staff or to carry-out short term work for no more than twenty-eight (28) hours per week for a period not exceeding one (1) year. However, in the event that such an employee has been hired to fill a vacancy due to staff illness, the term of their employment shall coincide with the length of the absence which gave rise to the vacancy.

Notwithstanding what appears elsewhere in this Collective Agreement, such an employee will not accrue recall rights and will not have the right to bump or to post.

- 4.06 "Casual employee" shall mean an employee who is engaged to work on a call-in basis without a regular schedule. Such an employee will not accrue seniority nor be eligible for benefits other than those outlined by provincial Employment Standards. Such an employee will not accrue recall rights nor have the right to bump or to post.
- 4.07 For further clarification, permanent employees and permanent part-time employees are eligible to receive benefits and pension as outlined in this agreement. Probationary employees are eligible to receive benefits at date of hire and will be added to the pension plan upon completion of probation, back to their date of hire.

4.08 Weekend Workers

- a) Notwithstanding the provisions of Article 6 (Hours of Work), any employee hired as bilingual weekend worker to cover the Front Desk at the Unifor Family Education Centre between the first weekend in March 1 and the first weekend in December will be considered a temporary part-time employee as covered by this agreement.
- b) The scheduled hours of work may be any combination of hours on any Friday, Saturday and Sunday when the Centre has occupancy or weekend requirements.
- c) The hours will be paid at the regular rate of pay for their classification. Any hours worked beyond the first seven (7) hours will be paid at time-and-a-half. A proposed shift could be:

Friday	5 pm to 9 pm	4 hours straight = 4 hours paid
Saturday	9 am to 5 pm	7 hours straight, 1 hour at 1.5 = 8.5 hours paid
Sunday	9 am to 9 pm	7 hours straight, 5 hours at 1.5 = 14.5 hours paid
TOTAL		24 hours worked, 27 hours paid

- d) An employee hired to work as a weekend worker would receive a premium of 6% of hourly wages in lieu of vacation and a premium of 4% in lieu of benefits and statutory holidays.
- e) Each January, an internal job posting will be made available to COPE staff for the temporary bilingual weekend worker opportunity that year. Should there be no internal applicants, Unifor will solicit external applications at which time previous incumbents may reapply for consideration.

ARTICLE 5: Seniority

5.01 Seniority shall include the following:

- (a) Time employed by Unifor, accumulated from the date of continuous employment as a permanent or permanent part-time employee with Unifor or its predecessors.
- (b) If a temporary employee, temporary part-time employee, or casual employee is hired as a permanent employee or permanent part-time employee, upon completion of the probationary period their seniority shall be accumulated from date of continuous employment.

5.02 Seniority rights 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 five (5) working days. The employee will be notified by certified or registered letter (return receipt requested) to their last known address on Unifor's records. If the employee is employed elsewhere at the time of recall, the employee must return to work the first workday after the required notice of termination to their present employer, but not more than two (2) weeks after receipt of notice. An employee will not be required to return to a temporary or part-time position. In the event the employee declines a temporary or part-time position, the employee may waive their recall rights with the understanding that the employee will return to work on the first permanent opening in their classification permitted by the employees' seniority.
 - (d) Employee laid off for a continuous period equal to the seniority the employee had acquired at the time of such layoff.
 - (e) Employee is absent for five (5) consecutive regularly scheduled working days without notification to Unifor except in the case of emergency.
 - (f) Employee fails to return to work within five (5) regularly scheduled working days after expiration of any leaves of absence, unless such leave has been extended.
- 5.03 Unifor shall prepare and post in places accessible to all employees by March 1st (December 31st of the previous year) and September 1st (up to June 30 of the same year) of each year a seniority list showing the seniority date of all employees.
- 5.04 When two or more employees have the same date of seniority, they shall be placed on the seniority list as follows:
- (a) In even years, such employees shall be placed on the list in order of their surnames. "A" being first and "Z" being last.
 - (b) In odd years, such employees shall be placed on the list in order of their surnames, "Z" being first and "A" being last.
- 5.05 When an employee acquires seniority the employee will be informed in writing, of the seniority date.

ARTICLE 6: Hours of Work

- 6.01 The regular work week shall consist of thirty-seven and one half (37.5) hours worked for forty (40) hours paid, including a half (1/2) hour paid lunch. One (1) day is considered eight (8) hours (sick day, vacation day, etc.) Lunch and break period cannot be used to leave

earlier.

6.02 There will be three (3) flexible periods during the day:

1. Employees can arrive every day at work between 7:30 am and 9:30 am
2. 30 minutes of lunch that can be taken at the employee's convenience between 11:30 and 2:00 pm.
3. Employees can leave between 3:30 pm and 6:30 pm.

6.03 Teleworking

Teleworking from home one day a week will be available to employees, when approved by Unifor.

The choice of the Teleworking is mutually agreed to by the employee and Unifor. The parties agree that Teleworking Committee will meet and discuss issues arising out of Telework.

The three (3) flexible period during the Teleworking day still apply.

Teleworking Day is not available to employees on probation or temporary employees within the first 90 working days.

6.04 It is agreed that a relief period of fifteen (15) minutes, morning and afternoon, shall be allowed. Employees who work less than a full shift shall be entitled to one fifteen (15) minute break during the shift.

ARTICLE 7: Overtime and Supplementary Payments

7.01 (a) All overtime is to be approved in advance and submitted using the proper form. Overtime shall be submitted within two (2) weeks. Overtime should be exceptional (in case of special circumstances) with a beginning and end date.

Lunches and breaks are excluded from the overtime calculation.

(b) Time and one-half (1½) shall be paid for overtime worked after thirty-seven and a half (37.5) hours per week and for all work performed on a Saturday, except such hours that are part of the weekend worker schedule in Port Elgin. When possible flexible hours of work are used to avoid overtime.

(c) Double time shall be paid for all work performed on Sunday or on any holiday outlined in this agreement.

7.02 (a) Overtime shall be of a strictly voluntary nature. It is understood there are some

unexpected situations that shall at times occur such as unexpected workloads of an urgent nature or unexpected sickness that causes acute staff shortage on short notice. When these types of circumstances occur, employees shall make every reasonable effort to work overtime when requested to. If an employee refuses to work overtime, she/he shall not be disciplined in any manner.

- (b) Overtime shall be offered in order of seniority to the persons who normally perform the work, including temporary employees. Thereafter, the work shall be offered to permanent full-time employees who are qualified to do the work in order of seniority before offering it to temporary employees.
- (c) Unifor will provide a monthly report on overtime worked in previous month.

- 7.03 (a) An employee who has completed their regular work day and has left the office and is then called in to work, shall be guaranteed at least two (2) hours' pay at the appropriate overtime rate and benefits for that day.
- (b) An employee called to work on a day off, a holiday or a day falling within a scheduled vacation period shall be guaranteed a minimum of four (4) hours' pay at straight time rate or at the appropriate overtime rate for hours worked for that day.

ARTICLE 8: Statutory Holidays and Holidays

- 8.01 (a) Employees shall be paid for the following holidays:

Holiday Schedule (2023)	Good Friday	Friday, April 7
	Easter Monday	Monday, April 10
	Victoria Day	Friday, May 19
		Monday, May 22
	Canada Day	Friday, June 30
		Monday, July 3
	Civic Holiday	Friday, August 4 *
		Monday, August 7
	Labour Day	Friday, September 1
		Monday, September 4
Holiday Schedule (2024)	Thanksgiving	Friday, October 6
		Monday, October 9
	Christmas Shutdown	Monday, December 25 to
		Friday, January 5, 2024
	Good Friday	Friday, March 29
	Easter Monday	Monday, April 1
	Victoria Day	Friday, May 17
		Monday, May 20

	Canada Day	Friday, June 28 Monday, July 1
	Civic Holiday	Friday, August 2 * Monday, August 5
	Labour Day	Friday, August 30 Monday, September 2
	Thanksgiving	Friday, October 11 Monday, October 14
	Christmas Shutdown	Monday, December 23 to Friday, January 3, 2025
Holiday Schedule (2025)	Good Friday	Friday, April 18
	Easter Monday	Monday, April 21
	Victoria Day	Friday, May 16 Monday, May 19
	Canada Day	Monday, June 30 Monday, July 1
	Civic Holiday	Friday, August 1 * Monday, August 4
	Labour Day	Friday, August 29 Monday, September 1
	Thanksgiving	Friday, October 10 Monday, October 13
	Christmas Shutdown	Monday, December 22 to Friday, January 2, 2026

- (b) *Employees in Quebec will be entitled to Quebec National Holiday (La fête nationale) in lieu of the additional day applied to the August Civic Holiday.

Employee working in Quebec will be entitled to two (2) days for Quebec National Holiday (La fête nationale) in lieu of the two (2) days of Civic Holiday as below:

2023 Friday, June 23/Monday June 26
 2024 Monday, June 24/Tuesday, June 25
 2025 Monday, June 23/Tuesday, June 24

- (c) In provinces where Remembrance Day or Family Day is a statutory holiday, employees will be required to work the additional day applied to the August Civic Holiday or use a vacation day to compensate for the additional day.

8.02 If any of the above holidays fall on an employee's normal day of rest, i.e. Saturday and Sunday, and she/he does not work on that day, she/he shall be paid an extra day's pay at the regular rate or receive one (1) day off in lieu thereof at a mutually agreed time.

Employees required to work on any of these holidays shall be paid at the double time rate plus the holiday.

- 8.03 Holidays or days observed as holidays, under the terms of the Agreement, falling within an employee's scheduled vacation period shall be observed with pay, by extending the vacation period one (1) day per holiday.

ARTICLE 9: Vacations

- 9.01 Vacation credits shall be calculated as of January 1st annually for hours earned during the previous calendar year.
- 9.02 Employees who have not completed a full year of service on January 1st will have their 1st year's annual vacation entitlement pro-rated to the time worked on the basis of one and one quarter (1¼) days' vacation per month rounded to the nearest half day.
- 9.03 Employees shall receive three (3) weeks' vacation with pay after completion of one (1) year of service as of January 1st and for each subsequent year of service, up to four (4) years.
- 9.04 Employees shall receive four (4) weeks' vacation with pay after completion of four (4) years of service as of January 1st and for each subsequent year of service, up to ten (10) years.
- 9.05 Employees shall receive five (5) weeks' vacation with pay after completion of ten (10) years of service as of January 1st and for each subsequent year of service, up to fifteen (15) years.
- 9.06 Employees shall receive six (6) weeks' vacation with pay after completion of fifteen (15) years of service as of January 1st and for each subsequent year of service.
- 9.07 (a) Every effort shall be made to provide for vacations to be taken on a seniority basis within the vacation period, and by mutual consent between the employer and the employee.
- (b) Vacation selections for the prime vacation period between Victoria Day to Labour Day should be submitted in writing by April 1st to be awarded on the basis of seniority. In the event the employee does not make a vacation selection prior to April 1st, the employee will have their vacation approved on the basis of availability.
- (c) Employees shall be given the opportunity to take their vacation in consecutive weeks. During the months of June, July and August, a maximum of three (3) consecutive weeks shall be granted based on seniority in order to allow for a greater number of vacations to be taken during prime months. If there are no

requests for the same period, employees will be granted additional consecutive weeks.

- (d) After vacation schedules are completed and approved as per Article 9, they shall be posted in each office or department.

9.08 (a) Employees may bank a maximum of one (1) week annually. All other vacation shall be taken within the year of entitlement.

- (b) When an employee is using their Banked vacation and Accrued vacation to bridge them to retirement, they shall not accrue vacation during that period.

They will only earn vacation on their current vacation entitlement.

- (c) Cap all current vacation banked at the rate in effect at December 31, 2017 and December 31 each year thereafter.

9.09 Vacation pay for each week of vacation shall be at the regular rate of pay effective immediately prior to the vacation period.

9.10 (a) When a leave of absence without pay for a period in excess of four (4) weeks has been taken, vacation leave shall be reduced proportionately from the first day of such leave of absence.

- (b) If, while on vacation, an employee's leave is interrupted for a period of four (4) consecutive calendar days or more through serious illness or injury which disables their, the period of vacation so displaced shall be charged against the employee's sick leave credits. In such instance, the employee shall advise the Secretary-Treasurer's office as soon as possible and a certificate signed by a medical practitioner shall have to be submitted to substantiate a disability that would have otherwise prevented the employee from attending work. Vacations so displaced shall be taken at any other mutually agreeable time in the year.

- (c) If, while on vacation, an employee's leave is interrupted due to a death in the employee's family, the period of vacation so displaced shall be charged against the employee's bereavement leave as per Article 14.02.

- (d) Employees on sick leave shall receive full credits towards vacation if less than one (1) year.

- (e) Employees on Extended Disability Leave (LTD) beyond one (1) year shall not receive credits towards vacation unless they return to work, in which case the vacation allowed will be prorated upon the basis of the number of months worked in the calendar year in which they return to work.

ARTICLE 10: Grievance Procedure and Arbitration

10.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

10.02 Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievors involved. Further in a group grievance, only one (1) grievor shall be the spokesperson for the group. A list of all employees covered by the group grievance shall be provided. No employees may be added to the list of group grievors after the second step hearing. Relief is restricted to those employees identified by name in the group grievance. Individual grievances which meet the definition of group grievances as contained herein shall be consolidated at each step of the grievance procedure whenever possible. Individual grievances which do not specifically meet the definition of group grievance, contained herein, may be consolidated by mutual agreement.

10.03 A policy grievance is a dispute involving a question of general application or interpretation of any article of the collective agreement rather than the direct management action involving a particular employee. These types of grievances arise directly between Unifor and the Union and shall be initiated at the final step of the grievance procedure by the Union Chief Steward and Union Staff Representative.

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

All grievances arising between employees and Unifor shall be dealt with as speedily and effectively as possible by cooperative effort on the part of both COPE and Unifor in accordance with the following procedure.

10.05 If an employee has any complaint, she/he shall take the matter up verbally with the supervisor to whom she/he reports. The employee will be accompanied by their area steward if they so desire.

10.06 If the complaint is not adjusted to the satisfaction of the employee within two (2) working days, or within such time as may be mutually agreeable to the Union and Unifor, and it fits the criteria of a grievance under 10.01, the following steps may be implemented.

10.07 Step 1

Within ten (10) working days or such time as mutually agreed after the supervisor's verbal answer, their area steward shall clearly state the nature of the grievance in writing and present it to the supervisor with a copy to the National Secretary Treasurer or their designate and to the Chief Steward. The grievor and their area steward will present the

grievance.

Within ten (10) days of receipt of the grievance the administration shall provide their decision in writing to the grievor and their area steward.

10.08 Step 2

If the grievance is not resolved to the satisfaction of the Union, a meeting shall be held with the Secretary-Treasurer or their designate and the Union Chief Steward and Staff Representative, within ten (10) days of having received the answer at Step 1. The Secretary-Treasurer or their designate shall state their decision in writing within ten (10) days after the meeting.

10.09 Either party within sixty (60) days after a decision by the Secretary-Treasurer or their designate may refer the grievance to arbitration in accordance with Article 10.14.

10.10 At any step of this procedure time limits may be extended by mutual agreement of the parties.

10.11 Unifor agrees to pay lost time and expenses for the employee's steward and the grievor who are processing grievances in accordance with this Article or who are conducting an investigation regarding a potential grievance.

(a) The Union recognizes and agrees that members of the Committee have regular duties to perform in connection with their employment and that only such reasonable time as is necessary will be taken by such person during working hours to investigate and deal with complaints, grievances and other Union business pertinent to this collective agreement bargaining unit.

(b) Before leaving their regular work to investigate and deal with a complaint or grievance, a member of the Committee shall obtain the permission of the person responsible for the office administration, and such permission shall be communicated within one hour of the request and shall not be unreasonably denied.

10.12 Step 1 and Step 2 meetings shall be held at the location where the grievor works and/or may be facilitated by conference call.

10.13 Grievances involving discipline shall be immediately forwarded to Step 2.

10.14 Step 3 – Arbitration

(a) Where a decision has been made by either party to arbitrate a grievance in accordance with Article 10.09 of this Agreement, they shall notify the other party in writing of their desire to do so and shall submit the name of one (1) or more prospective arbitrators. The recipient of the notice shall inform the other party

that it is agreeable to one (1) of the nominees or shall suggest other prospective names within ten (10) days.

Should Unifor and the Union fail to agree upon an arbitrator either party may apply to the Minister of Labour in the province where the grievance occurred requesting the appointment of an arbitrator.

- (b) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, or to substitute new provisions in lieu thereof, or to give any decision inconsistent with the general terms of this Agreement.
- (c) The arbitrator is empowered to change the penalty imposed in a discharge or discipline grievance in any manner which she/he considers will result in a just disposition of the grievance.
- (c) Unifor and the Union shall jointly bear the expenses of the arbitrator.

ARTICLE 11: Discipline

- 11.01 Discharge and discipline shall only be imposed for just and reasonable cause.
- 11.02 Reason for discharge or discipline shall be given in writing to the employee and the Steward or their designate. Prior to imposing discipline/discharge a meeting will be held with the employee and a representative of COPE within fifteen (15) days from the day Unifor became aware of the misconduct. This meeting will take place in the presence of the COPE Staff representative if the employee so chooses. COPE will be informed in advance of the reason(s) for considering discipline/discharge.
- 11.03 Any record of discipline will be withdrawn from an employee's personnel file after twelve (12) months from the date on which the discipline was imposed provided that no similar misconduct reoccurs within that twelve (12) month period. Once withdrawn, such record will not be used against the employee either as an argument before the Board of Arbitration or under any other circumstances.

ARTICLE 12: Layoffs and Recalls

- 12.01 Jobs may be eliminated from the bargaining unit only because of lack of work. When Unifor is considering the elimination of a job, the Union shall be consulted six (6) months in advance. Employees so affected will be notified and entitled to displace employees in accordance with the procedure for displacement.
- 12.02 (a) In the event of a layoff, employees with the least seniority shall be the first to be laid off. Rehiring shall be in the reverse order of layoff. Seniority shall accumulate during such layoff.

(b) Article 12.02 (a) does not apply to the positions of Executive Administrative Assistants. Should a layoff occur which would impact on one or more of said Executive Administrative Assistants they will be retained out of line of seniority. Those positions will not exceed 5 positions as follows:

- Two Executive Administrative Assistants to the National President;
- Two Executive Administrative Assistants to the National Secretary Treasurer;
- One Executive Administrative Assistant to the Quebec Director.

12.03 A permanent employee about to be laid off shall receive two (2) months' notice or the equivalent in wages, plus accrued vacation pay in addition to layoff allowance.

12.04 An employee taking the place of another employee on leave shall revert to their previous position in the event of a layoff or demotion affecting the temporary job.

12.05 An employee on layoff who has at least six (6) months' seniority shall be entitled to the following insurance coverage for the lesser of a period of one (1) year, or for the period equal to the employee's seniority: Life Insurance and Accidental Death and Dismemberment, and hospital-surgical-medical premiums.

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

12.07 Procedure for Displacement

In the event an employee is laid off because of lack of work, the employee will be allowed to replace the employee with the lowest amount of seniority within:

- a) Their classification at their present location;
- b) Other classifications at their present location;
- c) Their classifications across the bargaining unit;
- d) Other classifications across the bargaining unit.
- e) The parties agree that the position of Executive Administrative Assistant cannot be displaced under this clause.

If the junior person at the location in question chooses not to exercise their seniority in this fashion they will retain recall rights to their present location.

12.08 If an employee does not have sufficient seniority to replace an employee within their classification, the employee will then be allowed to replace the lowest seniority employee within their identical salary group at their present location. The junior person laid off as a result may exercise their seniority across the bargaining unit under the same conditions. If the junior person at the location in question chooses not to exercise their seniority in this fashion they will retain recall rights to their present location.

- 12.09 If an employee cannot perform the work of the lowest seniority employee within their identical salary group, the employee will be allowed to replace the next lowest seniority employee within, first their classification, and, second, their identical salary group. This procedure will be followed until the employee is placed on a job the employee is able to perform, provided, however that the employee has more seniority than the employee being replaced. If the employee does not have sufficient seniority to replace an employee in their own classification or salary group, the employee will then be allowed to replace an employee with less seniority in the next lower salary group, and so on down.
- 12.10 Employees will be given a reasonable amount of training in the new position.
- 12.11 Unifor agrees to pay moving expenses for employees who transfer to a new job as a result of layoff or displacement.
- 12.12 The Layoff Allowance Plan becomes operative, upon application by the employee, at the time of qualification for Employment Insurance. An employee's total entitlement shall be as follows:

<u>SERVICE ON DATE OF LAY-OFF</u>	<u>LAY-OFF ALLOWANCE ENTITLEMENT</u>
Less than 1 year	0 week
1 year but less than 2	6 weeks
2 years but less than 3	7 weeks
3 years but less than 4	8 weeks
4 years but less than 5	9 weeks
5 years but less than 6	10 weeks
6 years but less than 7	11 weeks
7 years but less than 8	12 weeks
8 years but less than 9	13 weeks
9 years but less than 10	14 weeks
10 years but less than 11	16 weeks
11 years but less than 12	18 weeks
12 years but less than 13	20 weeks
13 years but less than 14	22 weeks
14 years but less than 15	24 weeks
15 years and over	27 weeks

- 12.13 These weeks of pay shall be credited to each individual account and used to provide the ninety percent (90%) benefit reflected in 12.14.
- 12.14 Each week's benefit shall be equivalent to ninety percent (90%) of the employee's regular weekly pay less Employment Insurance Benefit entitlement.

12.15 Layoff Allowance ceases when:

- (a) Employee resigns.
- (b) Benefits expire (Layoff Allowance).
- (c) An employee reports to work subsequent to recall and total monies received during the week of recall is not less than ninety percent (90%) referred to in 12.14 and provided benefits have not expired per 12.15(b) above.
- (d) An employee refuses to report for work after recall.
- (e) An employee is disqualified from E.I. payments for the following reasons:
 - i) Refusal to accept employment.
 - ii) Unavailable for employment for reasons other than medical.

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

12.17 The rate of pay used in such computations shall be the employee's base rate, in effect on their last day at work.

12.18 An employee who has returned to work following receipt of benefits under this Article will, on a subsequent occasion, be eligible for such benefits based on the employee's seniority, after deducting the amount the employee received previously. An employee who has used any benefits under this Article will have them fully reinstated after a period of continuous service of one (1) year following the date of return to work.

12.19 Unifor agrees to provide additional benefits beyond layoff allowance for long-service employees who exhaust their layoff allowance payments. For employees with five (5) years, but less than ten (10) years of service, an additional twenty-six (26) weeks of benefits will be provided; and, for employees with ten (10) or more years of service, an additional fifty-two (52) weeks of benefits will be provided. These additional benefits will be calculated in the same manner as weekly layoff allowance. Unifor will finance such obligations.

12.20 Job Security

In the event of a change in administration, demotions may take place in the positions of Executive Administrative Assistants or Administrative Assistants. Unifor will meet with COPE to determine a suitable job assignment for the affected employees.

ARTICLE 13: Benefits

13.01 Terminate \$90,000 Retirement Allowance for those currently eligible to receive it, effective with the establishment of option A and B in the Unifor Office Employees Pension Plan except as follows:

- (a) Those currently eligible to receive the retirement allowance who elect Option B of the Unifor Office Employees Pension Plan will cease to be eligible for the \$90,000.
- (b) Those currently eligible to receive the retirement allowance who wish to continue their eligibility for the \$90,000 will not be eligible to join Option B of the Unifor Office Employees Pension Plan instead, they will continue as participants in Option A of the Unifor Office Employees Pension Plan.
- (c) Effective with the signing of the Memorandum of Understanding of May 14, 2015, there will be no new eligibility for the \$90,000 retirement incentive.

13.02 Effective July 1, 2015, terminate the severance allowance (RRSP) for those currently eligible to receive it. Effective with the Signing of the Memorandum of Understanding of May 14, 2015, there will not be any further eligibility for the severance allowance (RRSP).

13.03 Effective July 1, 2015, Retirement Incentive in cases of restructuring equal to 2.5 weeks times years of service, to a maximum of \$90,000.

13.04 Health Care and Other Benefits

A. Unifor Benefits

- a) Life Insurance
 - i) 2.5 x Salary
 - ii) \$40,000 after age 65 on a go forward basis for those turning 65
- b) Childcare

\$250 / child / month until age 12.
Age 18, if disabled. There shall be no duplication of this benefit.
- c) Eldercare

\$200/parent (in-laws)/month for a licensed facility providing medical care for the elderly or if provided, in-home by a licensed practitioner. There shall be no duplication of this benefit.

Clarify this is for a long term care facility or registered nursing home where the medical care of the resident is required.

This clarification does not affect entitlement to in-home care.

- | | | |
|----|---------------------------|---|
| d) | Pension | <p>See Appendix A</p> <p>Beginning March 22, 2021 all employees will start contributing 3.25% of salary to the applicable pension plan.</p> <p>Effective May 30, 2022, all employees will be contributing 4.875% of salary to the applicable pension plan.</p> <p>Effective December 19, 2022, all employees will be contributing 6.5% of salary to the applicable pension plan.</p> |
| e) | Dependent Tuition Subsidy | <p>\$1300 per school year (September 1st to August 31st) per eligible dependant of active or retired employee for an accredited college or university.</p> <p>There shall be no duplication of this benefit.</p> |
| f) | Vision Care | <p>Unifor shall pay for all employee eye exams above the coverage provided by the existing health plan.</p> <p>Payment for an employee's changed prescription will be financed in the alternate year from the Green Shield coverage up to a maximum of \$600 for corrective lenses only. This benefit shall be provided upon proof of refused claim by Green Shield and proof of changing prescription.</p> |
| g) | Legal Services | <p>Legal Services to be provided per current schedule.</p> |
| h) | Mental Health | <p>Unifor will extend benefits for permanent employees in regard to mental health services (Psychologist, Social Worker/Counsellor, Master of Social Work or Psychotherapist) who have exceeded the negotiated benefit level with the provider, upon request.</p> |

B. Green Shield Benefits

Active Employee Health Care Plan

- Beginning March 22, 2021 all employees will start contributing 12.5% of the monthly premium for Green Shield Health and Welfare benefits.
The current cost per member of 12.5% of the monthly premium paid weekly is:
 - \$5.07 per week – single coverage
 - \$13.23 per week – family coverage
- Effective May 30, 2022, all employee will be contributing 18.75% of the monthly premium for Green Shield Health and Welfare benefits:
 - \$7.61 per week – single coverage
 - \$19.85 per week – family coverage

- Effective December 19, 2022, all employee will be contributing 25% of the monthly premium for Green Shield Health and Welfare benefits:
 - \$10.15 per week – single coverage
 - \$26.47 per week – family coverage
- Effective date of ratification, all employee will be contributing 25% of the monthly premium for Green Shield Health and Welfare benefits:
 - \$10.70 per week – single coverage
 - \$28.10 per week – family coverage

These weekly amounts are fixed for the term of this collective agreement.

For complete Health Care Plan refer to Greenshield booklet provided to each employee.

C. Retiree Benefits

An employee with less than eight (8) years of service will be eligible to receive retiree benefits for a period equal to their length of service. An employee with eight (8) or more years of service will be eligible to receive retiree benefits during their lifetime.

Effective for those hired after April 11, 2018.

13.05 Sick Leave and Disability Income

- a) Effective with the start of the Collective Agreement, an employee who continues to be sick or disabled for a period beyond one (1) year, will continue to receive 65% of their regular rate of pay. For the purpose of defining regular pay, this amount will include COLA.
- b) Sick Leave will be paid at 100% up to the first year.
- c) An employee with less than 8 years of service will be eligible to receive LTD for a period equal to their length of service.
- d) An employee with 8 or more years of service will be eligible to receive LTD up to age 65.

ARTICLE 14: Miscellaneous Absences

14.01 Employees absent for the following reasons shall be considered excused and shall not suffer loss of pay for a reasonable period of time, provided the absences are bona fide:

- (a) Quarantine
- (b) Jury duty – and/or witness service

- (c) Voting – in accordance with federal or provincial legislation.
- (d) For personal medical appointments, a maximum fifteen (15) hours per calendar year will be provided for those employees on a 5-day workweek to be taken in increments of no less than 30 minutes.

14.02 Bereavement Leave

- (a) Where a death occurs in an employee's family including common-law and same sex family, leave of absence of five (5) days with pay as requested shall be granted by the employer. Immediate family to mean: husband or wife, common-law and same sex partners included mother or step-mother, father or step-father, sister, brother, child, stepchild, guardian, grand-parent, grandchild, mother-in-law, father-in-law and any other relative living in the same residence as the employee.

In the event that a memorial service, internment, etc. is held at a later date, one or two days of the bereavement leave can be taken later. The employer reserves the right to request proof.

- (b) An employee shall be granted a paid leave of absence of three (3) days in the case of the death of a sister-in-law or brother-in-law, son-in-law and daughter-in-law, step grandchild (common-law in-laws included), and divorced spouse where minor children are involved.

If out of town travel is required to attend the funeral, an employee shall be granted a paid leave of absence of five (5) days. Out-of-town meaning no less than 150 kms away from the employee's residence.

In the event that a memorial service, internment, etc. is held at a later date, one or two days of the bereavement leave can be taken later. The employer reserves the right to request proof.

- (c) An employee shall be granted a paid leave of absence as requested not to exceed one (1) day in the case of the death of an aunt, uncle, niece or nephew.
- (d) Employees will be allowed reasonable time off to attend the funeral of a co-worker.

14.03 Serious Illness/Surgery in the Family

- (a) Where a serious illness/surgery occurs in an employee's family, leave of absence with pay as requested shall be granted by the employer to a maximum of ten (10) days per year. The employee will obtain a doctor's certificate confirming a serious illness/ surgery in the family and confirming that the employee's presence or assistance is required. Family

to mean: spouse (including same sex partners and common-law), mother, father, sister, brother, child, and any other relative living in the same residence as the employee.

- (b) The employer may request satisfactory evidence of the necessity of any absence covered under this article.

14.04 Compassionate Leave

Compassionate leave will be granted as provided by the E.I. Act.

14.05 Transsexual Transition Leave

Unifor agrees to cooperate with an employee's request for time-off and shall discuss the issue of paid time when the transition plan and schedule is known. This discussion will remain confidential.

ARTICLE 15: Leaves of Absence

- 15.01 All requests for leave of absence shall be presented in writing and shall specify the duration, stating the starting and ending dates. The employer shall also answer requests in writing, specifying the duration of the leave of absence granted.

15.02 Maternity, Parental and Adoption Leave

Maternity and parental leave provisions apply to regular full-time employees.

The pregnant employee is entitled to a maternity leave of seventeen (17) weeks. This includes 2 weeks at 100% salary paid by Unifor (representing a waiting period) and 15 weeks at 100% salary less Employment Insurance (EI) benefits.

As per the Quebec Parental Insurance in Québec and as per the EI Act for the rest of Canada, an employee will be allowed an additional standard parental leave of maximum thirty-five (35) weeks or an extended parental leave of maximum 61 weeks following the birth or adoption of a child.

The employee must give written notification to the employer at least two (2) weeks prior to the date of taking maternity/parental leave. This notification should be accompanied by a doctor's certificate attesting to the expected date of delivery.

Presentation of the notice can be less than two (2) weeks if the medical certificate confirms that the employee must leave their position earlier than forecast.

The following payments will apply:

MATERNITY: (Birth of a child)

- (a) Employees will receive 100% salary for 2 weeks representing a waiting period. Depending on the waiting period that is implemented for EI benefits at the start of the maternity leave will depend on when the 100% salary will be paid
- (b) If the EI waiting period is 1 week at the start of the maternity leave than 100% salary will be paid on the first week of leave and the remaining 1 week at 100% will be paid at the end of the standard parental leave or end of the maternity leave if no parental leave is taken. If the EI waiting period is eliminated at the start of the maternity leave than 100% salary will be paid at the end of the standard parental leave or end of the maternity leave if no parental leave is taken.
- (c) Employees will receive the difference between one hundred percent (100%) of salary and EI benefits the employee is eligible to receive for fifteen (15) weeks.
- (d) For regular employees on maternity leave of absence, the employer shall continue to pay for the duration of the authorized leave, all benefits as per the benefits booklet.
- (e) Seniority and pension credits will accrue.

PARENTAL: (birth or adoption)

- (f) Employees will have the option to select the standard parental leave up to thirty-five weeks (35) or the extended parental leave up to sixty-one (61) weeks.
 - i. During the standard parental leave, employees will receive the difference between one hundred percent (100%) of salary and EI benefits the employee is eligible to receive for thirty-five (35) weeks.
 - ii. During the extended parental leave, employees will receive the total amount they would receive in 15.02 (f)(i) but may choose one of the following options for payment of parental leave:
 - a. The employee may elect to receive the standard parental leave top up amount for the first thirty-five (35) weeks of their extended parental leave and then receive no further payments for the remainder of their extended parental leave.
 - b. The employee may elect to receive the same amount of the standard parental leave top up of thirty-five (35) weeks but have it paid to the employee in equal amounts over a period of up to 61 weeks.

- (g) For regular employees on parental leave of absence, the employer shall continue to pay for the duration of the authorized leave, all benefits as per the benefit booklet.
- (h) Seniority and pension credits will accrue.
- (i) Following the paid leave of absence, an employee shall be entitled to an additional leave of absence without pay but with maintenance of seniority up to a maximum of fifty-two (52) weeks, including time accrued under the paid leave of absence.
- (j) An employee shall indicate at the time of taking such leave whether she/he opts for the additional unpaid leave.
- (k) The replacement of the employee for a maternity/parental leave shall be considered as a temporary one. If the employee on maternity/parental leave intends to return to work after their leave is over, they shall advise the employer of their intent at least thirty (30) days before the expiration of their leave and the employer shall return the employee to their former job and classification at the rate prevailing at the date they returns to work. If the employee on maternity/parental leave does not return to their position, their replacement shall be considered a regular employee and their seniority shall revert to the original date of employment.

15.03 Personal Leave

- (a) At the employer's discretion, leave of absence without pay but with credit for service may be granted for periods up to one (1) year. The replacement of the employee on personal leave shall be considered as a temporary one. When the employee on personal leave returns to work, the employer shall return the employee to their former job and classification at the rate prevailing at the date they returns to work.
- (b) Employees will have benefit coverage for up to three (3) months paid by the employer. Extended coverage after the three month period will be paid by the employee.

15.04 Union Leave

- (a) Reasonable time shall be paid by the employer for union duties associated with this bargaining unit while at work and when such time has been approved in advance by the Administration.

COPE Local 343 agrees to pay for any union leaves requested, provided invoices from the employer are submitted within one (1) year of the date of the union leaves.
- (b) Leave of absence without pay but with continuing seniority shall be granted in the

event the employees are elected or selected as a full time representative of any recognized Local, National or International Union; as a delegate to any convention or conference of such a Union or for any other official Union business, subject to the following conditions:

- (i) Such leave shall not exceed a period of one (1) year but may be subject to renewal at the expiration of one (1) year.
- (ii) For leave of absence of two (2) weeks or less, the employee will give as much notice as possible of necessity for leave of absence and in no circumstances shall the notice be less than one (1) week for periods up to one (1) week and two (2) weeks for periods of up to two (2) weeks.
- (iii) For leave of more than two (2) weeks duration the employee concerned shall give a minimum of one (1) month's notice prior to taking such leave and one (1) month's notice prior to returning from such leave.
- (iv) Any employee on union leave for an extended period of time shall have the right at any time to return on one (1) month's notice to terms no less favourable than at the time of taking such leave, but without guarantee of their same job.

15.05 Political Leave:

An employee with seniority elected to public office may make written application for a leave of absence for the period of the first term of active service in such elective office.

Additional leaves of absence for service in elected public office or appointment of a labour representative on a community service will be granted upon written application by the employee.

15.06 Education Leave:

A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted to an employee in order to attend a recognized college, university or trade or technical school full time, provided the course of instruction is related to the employee's employment opportunities within Unifor.

Before receiving the leave, or an extension thereof, the employee shall submit to Unifor satisfactory evidence that the college, university or school has accepted the employee as a student, and on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each.

Such leaves (15.05 and 15.06) will accumulate seniority but not credited service under the

15.07 Sabbatical Leave

An employee with five (5) or more years' seniority may choose to work for a period of either four (4) or two (2) years at eighty percent (80%) of the employee's salary and take a leave of absence for a period of one (1) year or six (6) months respectively. During the period of leave, the employee will continue to receive wages at the rate of eighty percent (80%) of the employee's salary. All health care benefits will be maintained and seniority and pensions will accrue during the leave. Sabbatical leaves shall comply under Canada Revenue Agency (CRA) rules. As per CRA rules, an employee must return to work for a period of time equal to their sabbatical, unless they have paid taxes on 100% salary during the period they are contributing towards their sabbatical funding.

The sabbatical leave is available once as per above, during an individual's employment.

ARTICLE 16: Job Posting Procedures

16.01 When an employee in a lower paying category is assigned to substitute for an employee in a higher paying category during absences of 5 days or more, including when a statutory holiday falls within the absence, the employee shall be paid the applicable higher rate of pay of the employee for whom she/he is substituting.

If the employee is at the full rate, they will be paid at the maximum rate of pay for the job. If the employee is in a wage progression, the progression rate shall apply. Substitutions will not necessarily be made for vacations. However, a substitution will normally be made in other circumstances where an employee is expected to undertake the duties of an employee who is absent for more than five (5) days.

- 16.02 (a) Notice of all job vacancies, with the exception of temporary vacancies under six (6) months, shall be posted with a description of the vacancy or new classification by email to all bargaining unit members for a period of five (5) working days prior to the making of any appointment to the job and a copy of all postings shall be sent to the Union Local 343 COPE.
- (b) Members of the bargaining unit who wish to apply for the position advertised shall do so in writing to be received by Unifor within five (5) days during which the vacancy or new classification is posted. Employees who are on leave of absence may apply for such openings provided they will be available to be placed on the job within five (5) working days after notification, except for maternity/parental leave.
- (c) Unifor will furnish the Union with the names of the applicants for the vacancy within five (5) days after the posting and the name of the successful applicant within forty-eight (48) hours of the selection, and the selected employee shall be

placed in the new job without delay. Unifor shall advise all COPE members by email of the name of the successful applicant with copies to COPE Local 343 within five (5) working days of selection.

The subsequent vacancy created by the successful applicant leaving their job shall also be posted by following the above procedure. This shall not apply in a case of temporary vacancy.

Any further vacancies created by the second employee leaving their job may be filled at the discretion of Unifor.

- (d) In case of a vacancy, if sufficient notice has not been received from the departing employee to allow for the posting procedure to be completed, Unifor shall have the right to fill the job on a temporary basis from within the bargaining unit.
- (e) Seniority shall be the determining factor in job postings, layoffs, recalls, promotions to new or vacant higher rated jobs and lateral transfers where the senior applicant has the ability to perform the job within a reasonable period of time. Employees thus transferred will be given a trial period, with training, of up to sixty (60) days.
- (f) Notwithstanding Article 16.02 (e), Executive Administrative Assistants to the National Officers will be appointed by Unifor.
- (g) In the event that the employee has not demonstrated their ability to do the work within a reasonable period of time, the employee may be returned to their former position and rate of pay.

This clause is available to each employee once per 12-month period.

16.03 RELOCATION ALLOWANCE

When a permanent employee is transferred by Unifor from one city to another greater than 160km, Unifor shall reimburse the employee for expenses incurred as follows:

- (a) Travelling and Living Expenses
 - i) Out-of-town allowances not to exceed 60 days for the employee until the family moves to new location.
 - ii) Transportation and housing for a spouse/partner for an exploratory trip to select living accommodations plus an additional trip, if necessary, when approved by the Secretary-Treasurer.

- iii) Travel expenses and housing for the family pending arrival of household effects in transit.
- iv) A monthly living allowance will be provided following the 60-day period stated above, in situations where an employee has children who are of school age and who want to keep the children in school until the completion of the semester before moving the family into the new area.

(b) Moving Expenses

- i) Unifor will pay the cost of moving the employee and their family's household furniture and other personal property and will reimburse such employee for the rental of a trailer to move personal goods.
- ii) The employee will be required to get two bids on the moving of furniture which bids are then submitted to the National Secretary-Treasurer's office for approval and recommendation as to which firm is to be hired.
- iii) Unifor will pay for all risk transportation insurance to cover the employee and their family's personal property during the period of transfer.
- iv) In those extenuating circumstances where storage of furniture is required while awaiting occupancy at the new location and where such storage has been approved by the National Secretary-Treasurer, Unifor will pay for the cost of storage.
- v) Unifor will reimburse the employee for the cost of the installation of a telephone at the new location.

(c) Disposition and Acquisition of Property

- i) Lease Cancellation Expenses – In the case of an employee who is required to cancel a lease on rental property and provided she/he meets their legal obligation of due notice under the lease and nonetheless suffers a loss because of such cancellation, Unifor will reimburse him/her in the amount of such loss.
- ii) Broker's Fees – Unifor will reimburse the employee for broker fees incurred in the sale of a home in the previous location.

- (d) Relocation allowance will only be reimbursed once as per above, during an individual's employment.

ARTICLE 17: Health and Safety

17.01 The employer shall abide by the Occupational Health and Safety Act.

- 17.02 Unifor will reimburse up to five hundred dollars (\$500.00) a year to provide coats, gloves, smocks, and aprons for workroom/maintenance employees. Where safety footwear is necessary, an allowance of up to \$200 per workroom or maintenance employee will be provided once per calendar year when receipts are submitted.
- 17.03 Unifor will offer training in St. John's Ambulance training including CPR and First Aid on the following basis:
- (a) Area Offices: Unifor will pay the registration fee or any other costs associated with the health and safety training for interested individuals who take the training during regular work hours. Unifor will compensate individuals at their normal rate of pay for time spent in such training.
 - (b) Toronto office: Depending on the number of employees who elect to take the health and safety training, the training will be offered as above or arranged to be provided at the location during regular work hours.
- 17.04
- (a) Unifor will continue to develop best practices on implementing the Canadian Standards Association's National Standard on Psychological Health and Safety in the Workplace.
 - (b) The survey administered in April 2019 called the Psychosocial Questionnaire (COPSOQ) will be used as a benchmark and administered every three years to measure our progress and determine where we need to further improve.

ARTICLE 18: Provisions for Temporary Employees

- 18.01 Temporary full-time or temporary part-time employees, in addition to their regular wage plus vacation pay (6% of wages), shall receive four percent (4%) of their total wages each pay period in lieu of any other benefits identified in this agreement including statutory holidays.
- 18.02 If requested to work overtime, a temporary employee shall be eligible to all provisions included in Article 7, subject to the following:

If a temporary part-time employee is requested to work overtime on a regular working day, it is understood that she/he shall be eligible to overtime pay according to paragraph 7.01 provided that she/he has completed a full regular work day or regular work week.

ARTICLE 19: Provisions for Permanent Part-Time Employees

- 19.01 If requested to work overtime, a permanent part-time employee shall be eligible to all provisions included in Article 7, subject to the following:

If a permanent part-time employee works more than thirty-seven and one half (37.5) hours in one week, excess hours shall be paid at overtime rates.

One (1) day is considered eight (8) hours (sick day, vacation day etc.).

19.02 The health, welfare and life benefits of Article 13 shall be applied to permanent part time employees.

19.03 Permanent part-time employees will receive paid holidays and vacations as set out in Articles 8 and 9 on a pro-rata basis based on the percentage of forty (40) hours per week worked.

ARTICLE 20: Technological Changes

20.01 In the event of new proposed technological changes, including but not limited to, the introduction of computers, computer software or automated equipment of any sort, Unifor agrees to meet with the Union to discuss such changes. No additional employees shall be hired by Unifor until employees who need training to retain their employment or employees on layoff, have been notified of the proposed technological or other changes and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

20.02 Training:

- (a) Training shall be provided during the hours of work, wherever possible and the cost shall be borne by Unifor.
- (b) There shall be no reduction in wages or salary rates and benefits during the training period.
- (c) All employees associated with the new system will be given sufficient training in the broad principles of the system and the purpose of their own task in relation to the system as a whole.
- (d) Employees becoming redundant due to technological and or procedural changes shall be eligible for retraining to equip them to qualify for different positions. Such retraining will be provided by Unifor without loss of pay or seniority to the affected employees.

20.03 Unifor agrees that no employee will be laid off as a direct result of technological change taking place throughout the office.

ARTICLE 21: Classification and Wages

21.01

Classifications	Hourly Rate
Executive Administrative Assistant	\$47.67
Workroom Lead-Hand	\$47.67
SDAT Coordinator	\$47.67
Library & Information Services Administration Technician	\$46.43
Payroll Administrator (PCP Certified)	\$45.31
Legal Assistant	\$44.25
Administrative Assistant	\$43.89
Accounting	\$43.89
Workroom Technician	\$43.57
Weekend Worker	\$30.00

21.02 General Wage increase will be applied as follows:

- 2.75% for 2023 effective on January 1, 2023
- 2.75% for 2024 effective on January 1, 2024
- 2.75% for 2025 effective on January 1, 2025

21.03 A shift premium of one dollar (\$1.00) per hour will be paid for each hour worked for all shifts commencing on or after twelve (12:00) Noon, based on 24 hours a week. Shifts will not be changed to avoid paying the shift premium.

The shift premium will be paid outside of the salary.

When the employee is absent for more than a week, they will not receive the shift premium.

21.04

- (a) Effective January 1, 2023, employees will be paid at 70% of the base rate in effect, as of December 31, 2022, for the first 12 months. Thereafter, staff will be paid an increase of 5% every subsequent 12 months. Upon completion of six (6) continuous years of employment with Unifor, they will receive the full base rate in effect, as per Article 21.02.
- (b) Effective January 1, 2025, new hires will be paid at 75% of the base rate in effect, as of December 31, 2022, for the first 12 months. Thereafter, staff will be paid an increase of 5% every subsequent 12 months. Upon completion of five (5) continuous years of employment with Unifor, they will receive the full base rate in effect, as per Article 21.02

- (c) Effective 2025, employees currently in progression based on 21.04 a) will be adjusting according to 21.04 b) on their progression increase date.
 - (d) Any employee who has previously worked and is called back will return at their former rate provided that seniority has not been broken.
 - (e) The Weekend Worker classification is not subject to the 6-year progression. The Weekend Workers will receive six percent (6%) in lieu of vacation and four percent (4%) in lieu of benefits.
- 21.05 Deduction from an employee's wages to recover overpayments made in error will not be made unless the employee is notified in writing prior to the end of the month following the month in which the payment in question was delivered to the employee. Such notice will specify the amount of overpayment and deduction shall not commence until the pay period following the notice. Arrangements for installment repayments will be made when excessive amounts are involved.
- 21.06 When a new classification is established, Unifor may set a temporary rate for the new classification and may proceed to post the position. Unifor shall meet with the Union within thirty (30) days to negotiate the wage rate for such new classification within the framework of the present classifications and then proceed to post the position. If agreement is reached, this rate shall be final and retroactive to the date the new classification is established. In the event that agreement between the Union and Unifor on a wage rate for the new classification cannot be reached within sixty (60) days after the first meeting to discuss such wage rate the question may be submitted at the option of either Unifor or the Union to arbitration.

ARTICLE 22: Translation of the Collective Agreement

- 22.01 In order that each employee can fully and clearly understand all rights and privileges to which they are entitled under this Agreement, and to avoid any ambiguity, Unifor agrees to pay the full cost for the translation of this Agreement into French and to make it available to every French speaking employee in the bargaining unit who may request it within ninety (90) days of signing. In addition, Unifor will provide simultaneous translation for direct negotiating sessions between the parties.

ARTICLE 23: Personnel File

- 23.01 Unifor will permit COPE members to consult their own personnel file at a mutually agreed time.

ARTICLE 24: Successors

- 24.01 In the event Unifor shall, by merger or consolidation, enter into an agreement with another union, which in whole or in part, affects the existing appropriate collective bargaining unit, then such successor union shall be bound by each and every provision of

this Agreement with respect to employees within the existing bargaining unit. Unifor shall have an affirmative duty to call this provision of the Agreement to the attention of any union with which it seeks to make such an agreement as aforementioned.

- 24.02 Unifor agrees to meet and consult with COPE on matters related to the Collective Agreement if and when merger discussions are held with other groups.

ARTICLE 25: Occupational Disability

All employees are covered by Worker's Compensation Insurance. An employee injured while at work should notify immediately the National office and the Regional Office in order for the appropriate claim to be filed. Where death results from occupational injury, the applicable provincial Workers' Compensation rules will apply.

ARTICLE 26: Cost-of-Living-Allowance (COLA)

- 26.01 The cost-of-living allowance which has been added to each employee's salary will be adjusted up or down each three (3) months in line with the cost-of-living allowance provided for below. The parties agree this clause is not in effect. To clarify, this clause does not affect retirees.
- 26.02 The amount of the cost-of-living allowance shall be determined and re-determined as provided below on the basis of the official Consumer Price Index released by Statistics Canada using the base of 2002 = 100.
- 26.03 Effective June 1, 2015, the cost of living allowance shall be adjusted by 1¢ (one cent) for each .038 change in the Index and paid quarterly.
- 26.04 The amount of any cost-of-living allowance in effect at the time shall be added to the base rate of pay and included in computing overtime premium, night shift premium, vacation payments, holiday payments, call-in pay, and sickness and accident benefits.
- 26.05 In the event Statistics Canada does not issue the index on or before the beginning of any pay period referred to in Article 26.08, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.
- 26.06 No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any base month.
- 26.07 Continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for 2002.
- 26.08 The parties agree that the base for the cost-of-living allowance will be the months of February, March, and April, 2015 which will reflect the first payment to be made in June of 2015, with further payments to be made in the months of September, December, March and June of each year of this agreement ending December 1, 2016.

- 26.09 The amount of cost-of-living in effect at the time will not be included in the calculation of annual percentage wage increases, however at the end of the agreement the cost-of-living float shall be added into the base rate.
- 26.10 A decline in the CPI will not affect the base rate. However, any negative COLA adjustments owing shall be applied towards future increases in COLA.
- 26.11 The following inflation protection will be provided:

Active employees:

The basic pension rate for active employees of the Unifor Office Employees Pension Plan for service prior to January 1, 2017 of \$84.81 shall be increased according to the applicable COLA formula on January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026.

The “30 and Out” benefit rate for active employees of the Unifor Office Employees Pension Plan of \$4,353.04 shall be increased according to the applicable COLA formula on January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026.

The basic pension rate for active employees of the Unifor Office Employees Pension Plan for service prior to January 1, 2017 of \$5.66 payable from the UNIFOR general revenues shall be increased by the applicable COLA formula on January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026.

The basic pension rate for active employees of the Unifor office Employees Plan – Option A for service after December 31, 2016 of \$116.90 shall be increased according to the applicable COLA formula on January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026. In addition, such rate shall also increase by \$14.32 on January 1, 2023 and by \$4.42 on January 1, 2024 to consider increased hours worked since March 22, 2021.

The maximum pension rate for active employees of the Unifor Staff Pension Plan and the Unifor Office Employees Pension Plan – Option B of \$154.39 shall be increased according to the applicable COLA formula on January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026. At time of retirement, if the calculated benefit rate is more than the maximum pension rate, the difference will be paid by Unifor general revenues.

Retirees:

Retirees of the Unifor Office Employees Pension Plan will have their basic pension and “30 and Out” benefit increased on January 1, 2023, January 2024, January 2025 and January 1, 2026 according to the applicable COLA formula.

Retirees of the Unifor Staff Pension Plan and the Unifor Office Employees Pension Plan – Option B will have their bridging benefit (calculated based on the CPP/QPP and OAS benefits) increased on January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026 according to the applicable COLA formula, provided they have attained at least age 58 and have at least 10 years benefit service at the start of their retirement from employment.

Unifor has amended the automatic indexing provisions in the Unifor Staff Pension Plan for employees subject to this collective agreement to only be applicable to benefits accrued before January 1, 2018. For benefits accrued after December 31, 2017, indexing will be provided at the adjustment dates and according to the applicable COLA formula only as specified in the collective agreement.

For the January 1, 2023, January 1, 2024, January 1, 2025 and January 1, 2026 adjustment dates, the applicable COLA formula shall be the Cost of Living Adjustment based on the CPI formula and the based for calculating the inflation protection shall be the 12-month average of CPI’s ending in December.

ARTICLE 27: Electronic Communications

The Union shall have access to the employer’s communications systems (email and phone) to contact our membership, subject to the terms of the Unifor IT policy.

ARTICLE 28: Employee Assistance Program

28.01 Each individual employee is important to Unifor. Furthermore, given the value of a trained and experienced employee, it is worthwhile making the effort to resolve any problems of a personal, financial, legal, or mental/physical health related nature which impairs the on-the-job performance of an employee before any action to discipline or dismiss an employee for a matter relating to any of those problems is initiated.

28.02 The Employee Assistance program shall be run by a joint committee comprised of equal numbers from each bargaining unit and the Officers, to a maximum of two (2) from each group. This committee shall determine in detail the terms of reference and organization of such a program based upon the guidelines that follow.

28.03 The objectives of an Employee Assistance Program are to:

- a) Identify distressed employees at the earliest possible stage;
- b) Motivate the employee to seek help in handling the problem(s);

- c) Direct the employee to the best professional assistance available
- d) Follow-up the referral(s) to assure positive results;
- e) Prevent, whenever possible, the occurrence of accidents, disease, disability, discipline or dismissal, as a result of undertaking preventative or rehabilitative action.

- 28.04 Participation by the employee in the Program shall be voluntary and action by any party to coerce an employee into participating in the Program shall not be tolerated.
- 28.05 Members of this committee shall not provide counselling, but shall direct employees seeking counselling to competent external sources of help. The Program shall make use of non-profit services or those covered under existing benefit and health care plans.
- 28.06 All information relating to employees shall be strictly confidential. Any breach in this confidentiality rule shall entitle COPE to terminate their participation in the Plan immediately upon receipt by Unifor of written notice to this effect.

ARTICLE 29: Port Elgin Conference

During the current negotiations between COPE Local 343 and Unifor, the parties agreed to a Unifor sponsored meeting for the membership of COPE Local 343 to be held at the Unifor Family Education Centre in Port Elgin once during the life of the Collective Agreement.

This conference will be held during a working week and will be mandatory.

ARTICLE 30: Human Rights and Harassment

- 30.01 Unifor and the Union agree that discrimination and/or harassment of any person because of age, race, nationality, disability, family status, religion, gender, sexual orientation, gender identity, gender expression, activism and participation in the staff union, or any other protected ground under human rights legislation, is absolutely prohibited.
- 30.02 Every person has the right to be treated with dignity and respect as a fundamental basis of a working relationship and to work in an environment free from any form of discrimination and/or harassment, whether personal and/or sexual in nature, and/or based on any prohibited grounds.
- 30.03 Unifor and the Union agree to co-operate to expeditiously resolve all complaints of discrimination and/or harassment which arise in the workplace. A complainant wishing to file a formal complaint of discrimination and/or harassment may either initiate a grievance as per the grievance procedure or file a written complaint. Action contravening the existing Workplace Anti-Violence, Harassment and Sexual Harassment Policy of Unifor will constitute grounds for discipline.
- 30.04 Complaints of discrimination and/or harassment shall be treated seriously so as to protect the confidentiality of the complainant. The parties agree that in the event of a formal

complaint of discrimination and/or harassment a thorough joint investigation will take place.

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

ARTICLE 31: Employment Equity clause

The Employer shall ensure that its employment policies and practices, including its policies and practices with respect to recruitment, hiring, retention, treatment and promotion to higher classifications are free of barriers, both systematic and deliberate that discriminate against Black people, Aboriginal people, people with disabilities and members of racial minorities.

ARTICLE 32: Women's Advocate

The parties recognize that employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize the role of Women's Advocate in the workplace. There shall be one (1) bilingual Women's Advocate. The Women's Advocate will be determined by the Union from amongst the bargaining unit members who identify as a woman. The Advocate will meet with members as required, discuss problems with them and refer them to the appropriate agency when necessary.

Unifor agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for employees to contact the Women's Advocate. As well, Unifor will provide access to a private office so that confidentiality can be maintained when an employee is meeting with the Women's Advocate.

Unifor and the union will develop appropriate communications to inform employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. Unifor will also assign one of Unifor's support staff to assist the advocate in her role.

The Women's Advocate will participate in an initial 40-hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

Unifor agrees to pay for lost time, including travel time, registration costs, lodging, transportation, meals and other reasonable expenses when necessary.

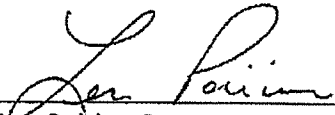
ARTICLE 33: Duration of Agreement


This agreement including wages or any part thereof relating to wages, shall remain in full force and effect until December 31, 2025.

This Agreement may be reopened for negotiations ninety (90) days prior to the expiration of this Agreement upon written notice by either party thereto.


Signed in Toronto, Ontario this 30th Day of November, 2023

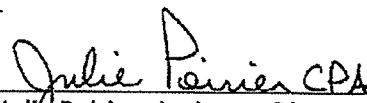
For Unifor

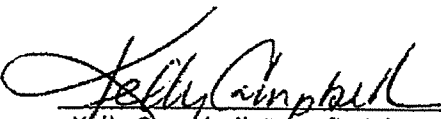

Len Poirier, Secretary-Treasurer


Sari Sairanen, Executive Assistant to the
Secretary-Treasurer



Olivier Carrière, Assistant to the Quebec
Director


Marion Bonafos, Director of Personnel
Development

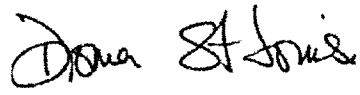

Julie Poirier, Assistant Director of Finance


Kelly Campbell, Benefit Administrator

For COPE Local 343


Rick Miller, COPE Representative


Karine Forcier, Chair


Donna St. Louis, Bargaining Committee


Teri Roland, Bargaining Committee


Kimberley O'Neil, Bargaining Committee


Caroline Vital, Bargaining Committee

LETTER OF UNDERSTANDING # 1: Continuing Education

Unifor adheres to the principle of continuing education and confirms its intentions to offer COPE members the necessary opportunities for education related to their job including professional accreditation.

Expenses must be approved in advance by the Secretary Treasurer's office; therefore, Unifor will only reimburse courses that have been submitted for pre-approval.

Employees will only be reimbursed for approved courses that they have passed. If they are requesting reimbursement for a continuing education course, they will have to follow the process below:

1. Get approval from Administration before registering for the course. Explanation of the reasons why the employee would like to take the course, the schedule, the duration and the costs.
2. The Administration will determine if the course:
 - a. is useful to any position within Unifor,
 - b. is useful for the employee's position within Unifor,
 - c. adds value to the organization.
3. If the course has been approved by Administration and shall not be unreasonable denied, the employee will need to submit proof that they have successfully completed the course.

Unifor will then reimburse the full amount of the course.

LETTER OF UNDERSTANDING # 2: Miscellaneous Absences

Every effort will be made to book personal medical appointments before and after the work shift and Unifor shall be provided with a minimum of 24 hours of notice when possible.

LETTER OF UNDERSTANDING # 3: Troy Lewenza and Aidan Davies

The above persons will maintain their current job at their current rate of pay until such time as they post out, resign or retire.

The current rate is subject to wage increase.

LETTER OF UNDERSTANDING # 5: Global pandemic

Unifor commits to having regular meetings with COPE to discuss the financial implications on the union of the global pandemic.

LETTER FROM QUEBEC DIRECTOR: FRSQ Position

From: Daniel Cloutier

Date: March 2, 2023

Re: FRSQ POSITION (Montreal)

The FRSQ is a voluntary Fund of Unifor Local Unions in Quebec.

The support staff position of the FRSQ is filled by a permanent employee who works exclusively for the FRSQ a maximum of thirty-seven and a half (37.5) hours per week (paid 40 hours).

Unifor agrees to extend to this FRSQ employee all the benefits of the COPE 343 bargaining unit and the Legal Assistant classification with the wages collective agreement except the right to bump a permanent Unifor COPE bargaining unit employee.

/kfcope343

Proposal Options for COPE CEP

All 39 participants would move to new structure

APPENDIX A

Current Plan - Active Participants 39		All participants move effective Jan 1, 2018
Type	2% on Final Average Earnings	2% on Final Average Earnings with a maximum benefit rate
Basic Lifetime Benefit	2% of 3 highest consecutive years of salary COLA indexing is in the pension plan	2% of 3 highest consecutive years of salary at time of retirement at max defined benefit \$140 Anyone over the \$140 defined benefit will be red circled at current rate Remove COLA indexing from pension plan to C/A
Eligibility for retirement	Regular - age 65 Early - age 50 Unreduced: 30 years of service age 55 with 25 years service Age 60 Age 58 and total point 80 (age +service) Reduced: Age 50	Regular - age 65 Early - age 50 Unreduced: 30 years of service age 55 with 25 years service Age 60 Age 58 and total point 80 (age +service) Reduced: Age 50
Supplemental /Bridging to age 65	Bridging for age 55 with 25 year service or age 58 with 10 years service CPP & OAS Maximum reduced prior to age 60 \$1697.91 monthly benefit currently	Bridging for age 55 with 25 years service or age 58 with 10 years service CPP & OAS Maximum reduced prior to age 60 \$1697.91 monthly benefit currently
Spousal Reduction	Amount is only on Basic Lifetime Benefit Normal form is guaranteed for 120 payments (10 years) Options given and reduced accordingly are: 50% Joint & Survivor 60% Joint & Survivor 66 2/3% Joint & Survivor 66 2/3% Joint & Survivor, guaranteed for 10 years 75% Joint & Survivor 100% Joint & Survivor Level Income Option, Guaranteed for 10 years If have spouse you must select option of at least 60% Joint & Survivor unless spouse signs waiver	Amount is only on Basic Lifetime Benefit Normal form is guaranteed for 120 payments (10 years) Options given and reduced accordingly are: 50% Joint & Survivor 60% Joint & Survivor 66 2/3% Joint & Survivor 66 2/3% Joint & Survivor, guaranteed for 10 years 75% Joint & Survivor 100% Joint & Survivor Level Income Option, Guaranteed for 10 years If have spouse you must select option of at least 60% Joint & Survivor unless spouse signs waiver
Credited Service	1 month of benefit service for each full month of service - 6 months or more of Benefit Service shall be counted as a full year - max benefit of 35 years	1 month of benefit service for each full month of service - max benefit of 35 years

Proposal Options for COPE CAW

APPENDIX A

Effective upon Ratification all new hires would be added to Option B

Current Plan - Active participants 69		Effective Jan 1, 2017	
Type	Freeze service and benefits for all participants as of December 31, 2016 in the Current Plan	Option A Maintain \$90,000 retiring incentive eligibility Flat benefit adjusted for future service only	Option B Terminate \$90,000 retiring incentive eligibility 2% with max defined benefit adjusted for future service only
Basic Lifetime Benefit	\$76.92 from Pension Plan \$5.13 from General Revenue Total \$82.05 x yrs of service earned up to Dec 31/16 COLA indexing is in C/A not in pension plan *\$5.13 may move to be payable from Pension Plan	\$106 from the Pension Plan effective for service accumulated as of Jan 1, 2017 Total \$106 x yrs of service from Jan 1, 2017 COLA indexing not in pension plan in C/A	2% of 3 highest consecutive years of salary at max defined benefit \$140 x yrs of service from Jan 1, 2017 COLA indexing not in pension plan in C/A
Eligibility for retirement	Regular - age 65 Early - age 55, or 30 years employment any age Unreduced: 30 years of service - any age age 60 with 10 years employment age 55 with 80 points (reduction till age 60) Reduced: Age 55 with at least 2 years	Regular - age 65 Early - age 55, or 30 years employment any age Unreduced: 30 years of service - any age age 60 with 10 years employment age 55 with 80 points (reduction till age 60) Reduced: Age 55 with at least 2 years	Regular - age 65 Early - age 50 Unreduced: 30 years of service age 55 with 25 years service Age 60 Age 58 and total point 80 (age +service) Reduced: Age 50
Supplemental /Bridging Payable to age 65	Supplemental for regular, early and 30&out \$18 times years of service (max 30) subject to reduction Special Allowance (30 & out) = \$3948.49 Basic + pension + special allowance = max \$3948.49	Supplemental for regular, early and 30&out Supplemental: \$18 times years of service (max 30) subject to reduction Special Allowance (30 & out) = will vary based on service The calculation for special allowance will be \$3948.49 less basic (\$76.92 x service) and Supplemental (\$18 x service)	Bridging for age 55 with 25 year service or age 58 with 10 years service CPP & OAS Maximum reduced prior to age 60 \$1697.91 monthly benefit currently
Spousal Reduction	Amount is only on Basic Lifetime Benefit 66 2/3% Survivor pension on Basic Lifetime Benefit with option of 5, 10, 15 year guarantee period Reduction is 5% if spouse is not older than 5 years younger than 10 years	Amount is only on Basic Lifetime Benefit 66 2/3% Survivor pension on Basic Lifetime Benefit with option of 5, 10, 15 year guarantee period Reduction is 5% if spouse is not older than 5 years younger than 10 years	Amount is only on Basic Lifetime Benefit Normal form is guaranteed for 120 payments Options given and reduced accordingly are: 50% Joint & Survivor 60% Joint & Survivor 66 2/3% Joint & Survivor 66 2/3% Joint & Survivor, guaranteed for 10 years 75% Joint & Survivor 100% Joint & Survivor Level Income Option, Guaranteed for 10 years If have spouse you must select option of at least 60% Joint & Survivor unless spouse signs waiver
Credited Service	1/ 12 credit of a year for each complete 150 regular hours	1/ 12 credit of a year for each complete 150 regular hours	1 month of benefit service for each full month of service - maximum benefit of 35 years