

# **AGREEMENT**

between the

**United Steel, Paper and  
Forestry, Rubber, Manufacturing,  
Energy, Allied Industrial and Service  
Workers International Union,  
AFL-CIO•CLC**

and

**Local 343, Canadian  
Office and Professional  
Employees Union, CLC**

January 1, 2018

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## **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement"), dated January 1, 2018, is between the United Steel, Paper and Forestry, Rubber, Manufacturing Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("USW" or "International") and Local 343, Canadian Office and Professional Employees, CLC ("COPE" or "Union").

Except as modified below, effective April 1, 2019, the provisions of the January 1, 2015 collective agreement, , will remain in full force and effect.

### **ARTICLE 1 Recognition and Definitions**

- 1.01 Agreement, dated January 1, 2015, is between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("USW" or "Employer") and Local 343, Canadian Office and Professional Employees, CLC ("COPE" or "Union"). The USW recognizes COPE as the sole collective bargaining agency for the employees in the Canadian offices of the employer, with the exception of employees covered by the Staff Representatives' Union ("SRU") agreement, secretary to the National Director, a National Office administrative secretary, secretaries to the District Directors, secretary to the Canadian Counsel, temporary employees, those with the right to hire or dismiss employees and such other employees as may be mutually agreed upon in writing.
- 1.02 A permanent part-time employee is defined as an employee who is hired to work regularly less than the workweek provided in this Agreement. Permanent part-time employees shall be paid no less than the proportion of the base rate established for the classification which their weekly work schedule bears to the regular workweek unless otherwise provided for by the parties. Earnings shall be increased in accordance with the length of service and based on the progression rates as shown in Appendix A. All other rights and conditions of the Agreement apply unless otherwise specified.
- 1.03 If the Employer determines that a permanent full-time position needs to be reduced to permanent part-time, the Employer will provide ninety (90) days written notice of the change to COPE and to any affected employee. Any COPE bargaining unit member holding the full-time position shall have the option to remain in that position on a part-time basis or to bump in accordance with the provisions in Article 6, Section 6.07 before the position is filled either from within the bargaining unit or by hiring, if no one bids on the job.
- 1.04 It is recognized that the Employer may employ Casual or Temporary employees who shall not supplant permanent bargaining unit employees. Casual or Temporary employees shall be informed at the time of their employment that they are hired on

of their employment status. The Steward in respective district shall be informed in writing of the name of the Casual or Temporary employee, the nature and duration of the work including the rate of pay the Casual or Temporary employee has been hired to perform prior to the commencement of their work. Casual or Temporary assignments will not exceed one (1) year, unless otherwise agreed to by the parties. If a Casual or Temporary position continues beyond one (1) year, it shall be posted as a permanent position. For purposes of this Article and Article 4, a "Casual" employee is an individual who is directly paid by the USW; a "Temporary" employee is an individual who is employed by a temporary agency, another employer, or a USW local union.

Although Casual Employees are excluded from the bargaining unit, the USW agrees to encourage them to pay dues to COPE on a voluntary basis. Due to the fact that Temporary Employees are not directly paid by the USW, this commitment cannot extend to them.

## **ARTICLE 2**

### **Union Security and Check-Off**

- 2.01 All employees in the bargaining unit shall, as a condition of employment, pay to the Union the amount of the union dues. All employees who are retained beyond thirty (30) days shall become members of the Union and shall maintain their membership during the life of this Agreement.
- 2.02 The Employer will check off on the first pay day of each month the union dues and assessments in the amount certified by the Union to the Employer to be currently in effect according to the Union Constitution. Each employee will authorize the Employer by means of a checkoff authorization to make such deductions. Such deductions shall be remitted within fifteen days by cheque payable to the Secretary-Treasurer of COPE Local 343. The dues remittance shall be accompanied by a copy of the payroll for the pay period in which the deductions were made.
- 2.03 If Union Dues are not deducted from an employee the District Office(s) or National Office, whichever applies, will advise COPE Local 343 of the reason why such dues are not forthcoming (e.g.: leave of absence, termination, maternity, etc.).

## **ARTICLE 3**

### **Seniority**

- 3.01 Seniority shall be accumulated on the basis of length of service in any office of the Employer and shall be accorded to each employee at the completion of the probationary period, effective from the date of hiring. Seniority shall continue and accumulate during all leaves of absences.

- 3.02 Part-time employees shall accumulate seniority on the same basis as a full-time employee.
- 3.03 For the purpose of the Collective Agreement, seniority shall be considered broken only when an employee:
- (a) voluntarily quits;
  - (b) is discharged for just cause;
  - (c) is laid-off for the lesser of their accumulated seniority at the time of lay off but no less than three (3) years nor more than six (6) years;
  - (d) retires; or
  - (e) does not return from lay-off within the time specified and under the conditions of Article 6.03.
- 3.04 The Employer agrees to furnish the Union and Stewards with a copy of an updated seniority list once every month. The seniority list will indicate each employee's start date, their annual salary, their district, or office, classification and status. All employees in the bargaining unit shall be indicated on the seniority list. The Stewards shall then be permitted to fax or e-mail said seniority list to all offices for posting.
- 3.05 A probationary employee will receive no USW credited service during the probationary period or any extension thereof. However, if she or he continues in employment after completion of his or her probationary period, or any extension thereof, she or he will have seniority back-dated to include Casual or Temporary unbroken service provided that such Casual or Temporary service immediately preceded the date on which the employee began his or her probationary period; otherwise the seniority shall date back to the commencement of the probationary period. Casual or Temporary unbroken service shall include absence due to paid vacation entitlement granted by the previous employer and/or legislation. Casual or Temporary service will not be broken by absence from work for sick days, funeral leave, jury duty or time off approved in writing by the District Director or Canadian National Director, up to a maximum combined total of fifteen (15) days a calendar year.

For purposes of pension benefit accruals only, if a probationary employee continues in employment after completion of his or her probationary period, or any extension thereof, she or he will receive pension service credit for Casual or Temporary unbroken service provided that such Casual or Temporary service (i) immediately preceded the date on which the employee began his or her probationary period, (ii) was for no fewer hours than the number of hours regularly scheduled Employees in that class of employment would have worked; and (iii) was paid directly to the

Employee from the USW payroll. A break in service with respect to Casual or Temporary service for purposes of pension benefit accrual purposes means failure to receive pay for at least 500 hours in a year; provided, however, that the Casual must have worked 1,000 hours or more in a previous year. A copy of this language will be provided to Casual employees within the first thirty (30) days of employment.

- 3.06 An employee in the SRU bargaining unit, who is subsequently transferred to COPE by the International, shall be credited with full continuous service for seniority purposes under this Agreement.

#### **ARTICLE 4**

##### **Probationary Employees**

- 4.01 A newly hired employee shall serve a probationary period of one hundred twenty (120) calendar days, which shall be continued until one (1) month subsequent to receipt by the Employer of the probationary employee's birth certificate, whichever is the last received. A probationary employee shall be covered by the terms and conditions of the Agreement except for its discharge provision. A lesser standard to discipline may be applied to a probationary employee.
- 4.02 Upon completion of the probationary period, the Employer shall introduce the employee to the office or district steward and shall permit the steward to give a one (1) hour Union orientation to the employee during working hours and without lost time from the Employer. An additional hour may be used by the Employer and COPE to familiarize new employees with the history and structure of the International Union, the collective bargaining agreement and the benefits provided.

#### **ARTICLE 5**

##### **Job Descriptions**

- 5.01 There will be one job classification for employees recognized within the scope of this Agreement:

###### **Job Class 7 – Senior Support Staff**

- 5.02 To the extent employees in the future are paid salaries in excess of the wage rates established for their job levels under the provisions of Article 5, such rates shall be known as red-circled rates.
- 5.03 Each employee carrying a red-circled rate shall continue to carry such rate unless:
- 1) the employee successfully bids on a lower level job, in which case the rate of the bid job level shall apply.

- 2) the employee successfully bids on a higher level job, in which case the rate of the bid job level will be used to reduce or eliminate the red-circle.
  - 3) a laid off employee is recalled to a job level other than the one held before lay-off, the rate of the job level to which recalled shall apply.
- 5.04 In all cases where the employee returns to the job level which is identified as his or her red-circled rate, the red-circled rate shall be the rate received.
- 5.05 Future general wage increases, including recoupments, shall be used to reduce red-circled rates; provided, however, that red-circled employees will receive bonuses or lump sum payments.

## **ARTICLE 6**

### **Lay-Off and Recall**

- 6.01 In lay-offs and recall from a lay-off, seniority shall be the only consideration subject to the employee's ability to sufficiently perform the remaining job(s).
- 6.02 In cases of lay-off, continuous service shall remain unbroken and continue to accumulate for a period of time equal to the length of continuous service at time of lay-off, but in no event less than three (3) nor more than six (6) years.

The Employer shall recall employees in reverse order of the lay-off. A recall notice shall be sent by registered mail to the employee's last known address.

The notice shall indicate the position being recalled to and the expected recall date. Employees must keep the Employer informed of any change of address.

- 6.03 An Employee must, within ten (10) days of receiving the notification of recall, inform the Employer of the acceptance of the recall. An individual who is recalled, and who is unable to report for work on the date indicated in the recall notice because of sickness or accident or extenuating circumstances and who provides the Employer with satisfactory evidence on or before the specified date shall not lose his or her recall rights solely because of failure to report. An employee does not have to accept a recall notice from a different District or National office from which the employee was laid-off.
- 6.04 Each District and the National Office shall be considered as a separate seniority unit for purposes of lay-offs and recalls after lay-offs.
- 6.05 (a) The Director of the National Office and District concerned shall give the Union as much advance notice as possible regarding any transfers, closing of offices, lay-offs or any other changes which adversely affects the rights of the employees, or hours of work, or their wages or working conditions.

- (b) In the event that the Employer foresees a general lay-off, the parties to this agreement shall meet for the purpose of reducing the impact of said lay-off. The Employer agrees to make every reasonable attempt to prevent any negative impact created by a lay-off.
  - (c) If a member is offered a transfer beyond eighty (80) kilometres and chooses not to accept the transfer, said member may first exercise his or her right to bump or elect to be laid-off. A transfer is defined as a move to any other office than that in which she or he currently works.
  - (d) In the event any lay-off occurs, an employee shall be given a minimum of three (3) months' notice. If such minimum notice has not been met, the employee shall be entitled to three (3) months' pay in lieu of such notice.
- 6.06 Subject to the terms of recall and if a recall list in a District or National Office has been exhausted, the Employer shall consult the Union regarding filling a vacancy from a lay-off list in other Districts or the National Office.
- 6.07 (a) Senior employees shall be permitted to displace any other junior employee within the same District or the National office from which the senior employee has been laid off.
- (b) Employees must notify the National Director or District Director in writing, within fifteen (15) working days of receipt of their notice of lay-off or pay in lieu of lay-off, of their decision to exercise their rights under (a) above.
- 6.08 Any permanent employee who has been laid-off shall be given the opportunity to replace a temporary employee as long as the laid-off employee is willing and able to perform the work required. Said employee shall remain part of the bargaining unit and continue to receive their normal salary under their regular job class with all rights and privileges continuing.

## **ARTICLE 7**

### **Job Posting, Transfers and Vacancies**

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



- (b) If an employee is promoted from within the bargaining unit to the position of an excluded employee, such employee will be excluded from the bargaining unit and will be entitled only to the rights and protection under this Article 7, Clause 7.01(a) and Article 14, Clause 14.07.
  - (c) If a vacancy occurs in any excluded position and is filled from outside the bargaining unit then Article 7, Clause 7.01(a) and Article 14, Clause 14.07 does not apply.
  - (d) An employee assigned or loaned to work for another organization not covered by this Agreement shall accumulate seniority and be entitled to return to the bargaining unit for a period not exceeding twelve (12) months, unless otherwise agreed to by the parties.
- 7.02 (a) , the notice shall be posted at the appropriate locations within said National or District office(s) for a period of ten (10) working days. Employees who wish to apply for the vacancy shall do so in writing to the appropriate District or National Director. The vacancy shall be filled by the most senior applicant who is able to perform the job from within the District or National office where the vacancy exists.
- (b) A copy of all postings shall be provided to the appropriate steward in each of the other Districts and the National office. The stewards shall be permitted to post such notice and/or fax or e-mail the notice to the other offices.
- 7.03 (a) In the event that there is no successful applicant from within the District or National office where the vacancy exists, before hiring a new employee, the Director shall then consider all other applicants from the remaining Districts or National office. This includes employees covered by the collective agreement who notify the Director in writing in advance of a desire to be transferred to the area where the vacancy occurs.
- (b) Applicants and the Union shall be notified, in writing, within fifteen (15) working days of the closing of the job posting of the Employer's decision with regard to filling the vacancy with the successful applicant.
- (c) Where the vacancy involves a promotion, there shall be a trial period of up to sixty (60) working days during which the successful bidder may elect to return to his or her former job or may be returned to his or her former job because of inability to satisfactorily perform the duties of the job. Any dispute regarding ability to do the work shall be subject to the grievance procedure.
- 7.04 Job posting(s) shall indicate the classification, location, rate of pay, hours and days of work.

- 7.05 The USW may temporarily assign employees within seventy-five (75) kilometres outside of their regularly assigned area in order to meet the needs of the USW and its membership. Any such assignments will be limited to no more than ninety (90) calendar days and will be eligible for expenses under Article 14.07 of this Agreement. In exercising its rights to do so, the USW will give full consideration to length of service and other relevant factors consistent with fair and equitable treatment. Any grievance related to a job assignment away from the employee's regularly assigned area shall be subject to arbitration only if it is based on a claim that the job assignment is discriminatory or arbitrary, rather than an exercise of the USW's rights under this Agreement.

## **ARTICLE 8**

### **Discharge and Termination**

- 8.01 No employee shall be disciplined (e.g.: given a verbal or written warning, suspended or discharged) except for just cause. Grievances arising from discipline less than suspension or discharge will be processed through the steps of the normal grievance procedure. Grievances arising from disciplinary suspensions or discharges shall be processed through the procedure set forth below.
- 8.02 When considering suspending or discharging an employee, the Employer shall first discuss thoroughly with the employee the reasons for the possible suspension or discharge. The employee shall have the right to be accompanied by a union representative.
- 8.03 A suspended or discharged employee shall remain on the payroll for ten (10) calendar days following the date of the written notification of such action. If the suspension or discharge is appealed to the International President within such ten (10) day period, the suspended or discharged employee shall remain on the payroll for a further period not to exceed ninety (90) calendar days or until the grievance is settled, withdrawn or decided in arbitration, whichever is sooner. All suspension and discharge cases shall be decided by the Arbitrator within thirty (30) days of the completion of the hearing.

The USW shall not be required to retain on the payroll employees suspended or discharged for offenses which endanger the safety of employees, including use and/or distribution on International property of illegal drugs, purposeful destruction of International property, striking another employee, or theft.

It shall be within the sole discretion of the USW whether a suspended or discharged employee shall be given work assignments during the period that such employee shall be entitled to remain on the payroll following a suspension or discharge hereunder. Each act of insubordination, refusal to accept a transfer, or other offense committed by the employee during such period shall, at the option of the USW, be treated either as a separate and independent cause for disciplinary action, including suspension or

discharge, or evidence in support of the original suspension or discharge in any arbitration of the original suspension or discharge.

A suspended or discharged employee shall not be paid for any day or days during which she or he refuses to perform an assignment or accept a transfer. Should the parties agree or an Arbitrator find that such assignment or transfer was improper, the parties may agree or the Arbitrator may award that the employee shall be paid for such day or days.

It is agreed that all grievances arising from disciplinary suspensions or discharges which are proceeding to arbitration shall be placed before an Arbitrator for a hearing within seventy (70) calendar days following the date of the written notification of such suspension or discharge.

If it is determined by the Arbitrator that just cause for discipline existed, she/he shall have jurisdiction to modify the degree of discipline imposed.

- 8.04 Where the Employer keeps any record of an employee's attendance, conduct or work performance in an employee's file, a copy will be given to the employee concerned at the time of entry.
- 8.05 If the International Union institutes a severance pay plan providing benefits in case of discharge, voluntary quit or retirement on pension for any group of its clerical employees, such severance pay plan shall be incorporated in this Article.
- 8.06 Disciplinary letters shall remain in an employee's file for a period of two (2) years and shall be removed from such file if there are no additional letters, provided that the parties may agree on a shorter period of time."

## **ARTICLE 9**

### **Hours of Work**

- 9.01 The regular hours of work for the office staff shall be seven (7) hours per day, within the period of 8:00 a.m. to 6:00 p.m., Monday to Friday inclusive, with one (1) hour for lunch daily. Schedules for each District office and the National Office shall be established by the respective Director. Schedules for the other offices in a District shall be filed with, and subject to approval by, the respective National Director or District Director. A copy of the approved schedules shall be furnished to the COPE steward for the appropriate District.

The International agrees that along with the needs of the Union, it will take into consideration the "flex-time" scheduling preferences, as well as seniority, of

employees in a department or office; provided, however, that final schedules shall be determined by the International.

- 9.02 Employees shall be entitled to one fifteen (15) minute rest period each morning and afternoon at a time or times to be arranged mutually between the Employer and the employees.
- 9.03 Schedules showing time for hours of work and rest periods will be posted in all offices and must be adhered to.
- 9.04 (a) Any employee who is absent from work for an unreported and/or unauthorized reason shall not be paid for such absence.
- (b) Any employee who is absent from work for any reported and authorized reason other than verifiable personal illness or injury of less than five (5) consecutive work days shall not be paid for such absence but at the employee's option, shall have the absence subtracted from the vacation due the employee. Employee absences for illness or injury beyond five (5) consecutive work days shall be covered by the provisions of the International's Salary Continuance Sick Leave policy.
- (c) Notwithstanding (a) and (b) above, in certain situations involving family emergencies or other unusual circumstances, the International may at its discretion in cases of tardiness or absence from work by an employee and provided a satisfactory explanation is given which is acceptable to the employee's respective National Director or District Director, approve payment of such tardiness or absence, up to a maximum of two (2) days per year. Employees may use one (1) additional day per year as a floater, to be scheduled in advance with the employer.

## **ARTICLE 10**

### **Overtime**

- 10.01 An employee required by proper authority to work beyond seven (7) hours per day Monday to Friday inclusive, or to work on Saturday, shall be paid at the rate of time-and-one-half his or her regular rate. Any time worked on Sunday shall be paid at two times the regular rate. Instead of claiming overtime pay, an employee may have the option of taking the equivalent time off at the applicable overtime rate, at a mutually convenient time. All overtime shall be voluntary.
- 10.02 If an employee is requested to work overtime a minimum of two (2) hours beyond the scheduled quitting time, the employee shall be given an allowance of \$10.00 for meals and shall be reimbursed for transportation.

- 10.03 An employee called into work outside regular working hours shall be paid a minimum of four (4) hours' pay at his or her appropriate premium rate.

## **ARTICLE 11**

### **Paid Holidays**

- 11.01 Employees actively at work shall be given the following holidays without deduction of pay:

New Year's Day  
Day after New Year's Day  
Heritage Day / Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday or St. Jean Baptiste Day (Quebec only)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
2 Floaters (to be taken at a time mutually convenient to the Employer and employee)

- 11.02 If a paid holiday falls on a Saturday, it shall be observed on the Friday prior to the holiday. If a paid holiday falls on a Sunday, it shall be observed on the following Monday. The day celebrated as a Holiday for any of the Holidays set forth above may be changed by mutual agreement of the parties.

- 11.03 Employees required to work on any of these holidays will be paid at the rate of double the employee's regular rate plus his or her holiday pay.

## **ARTICLE 12**

### **Vacations**

- 12.01 Employees shall be entitled to vacations each calendar year with pay in accordance with 12.02 of this Article.

12.02 Years of Service

Vacation Allowance

Less than one year  
One but less than five

1-1/4 days for each month worked  
3 weeks

Five but less than 15	4 weeks
15 but less than 20	5 weeks
20 years and over	6 weeks

- 12.03 Years of service of an employee shall be computed on the anniversary date of his or her employment. After the first year of service, vacation may be scheduled in anticipation of the anniversary date of employment.
- 12.04 If the International Union institutes an extended vacation plan, it will apply to employees covered by this Agreement.
- 12.05 When a paid holiday falls within an employee's vacation period, the employee shall be entitled to one extra day's vacation with pay for each such holiday to be taken at a time mutually convenient to the employer and the employee.
- 12.06 As far as possible, vacations will be scheduled between January 1<sup>st</sup> through December 31<sup>st</sup> of the calendar year to fit in with the plans of employees but the Employer shall have the right to make the final decision in line with the work requirements at the time.
- 12.07 It is understood that except in a case of extreme emergency, an employee shall take each year the vacation to which she or he is entitled. However, if a vacation is not taken because of the Employer's request, the vacation credit shall be cumulative and shall apply at a later date.
- 12.08 The Employer agrees that upon written request from the employee, vacation pay shall be paid to such employee prior to his or her vacation period.
- 12.09 When an employee actively at work dies, the International Union will pay to his or her life insurance beneficiary only, an amount equal to the employee's remaining vacation time for that calendar year. The amount of vacation time remaining will be determined from the records maintained by the applicable District, including the Canadian National Office.
- 12.10 An employee who has not received all or part of the vacation to which she or he may be entitled for the year of retirement, shall be required to take such vacation prior to his or her retirement. No pay in lieu of vacation time off will be granted upon retirement.

### **ARTICLE 13**

#### **Equal Pay for Equal Work**

Where an employee has the necessary qualifications and/or has proven his or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions, or in salaries for such positions.

## **ARTICLE 14**

### **Salaries and Expenses**

- 14.01 Salary levels and progressions are as detailed in Appendix A. The top wage rate for each job level shall be the top wage rate for all work performed within such job level. Appendix A contains a wage rate progression schedule for periods of actual experience in work performed for new hires and for other employees whose actual work experience on work to which assigned has not provided the equivalent amount of training time as outlined in Appendix A. The Employer has the right to place new hires in the progression above the starting rate (up to the sixth 6-month progression), but only where the new hire has prior commensurate experience that justifies the higher rate. The employer will notify the union of the new hire and his or her placement on the grid.
- 14.02 Clerical employees assigned to the Legal Department in the Canadian National Office will receive an increase of three percent (3%) of their current base rate of pay (for salary purposes only and without any impact on bumping ability).
- 14.03 The principle of parity of salary rates has been established as between jobs under this agreement and comparable jobs performed by office workers employed in the International Office. In the event of any general increase in rates of pay negotiated or implemented during the life of this agreement on behalf of the office workers employed in such comparable jobs in the International office, Appendix A shall be automatically amended to maintain such parity. This provision is suspended for the term of this agreement.

Canadian Staff salaries and COLA are paid in Canadian dollars. Because of currency differences, the salaries in Appendix A for COPE bargaining unit employees reflect a fifteen percent (15%) increase over the U.S. dollar amount used for pension calculations.

- 14.04 (a) Since French and English are the official languages in Canada, therefore where the Employer specifies that a job requires the employment of a person who can read, write, and speak both English and French fluently, such person will receive an increase of three percent (3%) of their current rate of pay (for salary purposes only and without any impact on bumping ability). Bilingual add-on will be paid only where the use of such skills is required by the International Union and where verbal and written skills are sufficient to include proficient translation of letters and other normal communications. The bilingual add-on shall also apply to persons who can read, write and speak English or French, and another language fluently and where the Employer specifies that a job requires the use of that second language other than English or French.
- (b) Employees assigned to bi-lingual positions as of the ratification date of the 2003 contract shall continue to receive the bi-lingual rate as long as they remain in that

position. This protection only applies to the current incumbent of the position. The position will be reviewed for bi-lingual status when a vacancy occurs.

- (c) When a bi-lingual position is posted, employees who bid, and any applicants, will be tested on fluency for writing, speaking and reading the specified languages to determine if they meet the standards under section 14.04(a) for proficiency.

14.05 Employees on salary continuance at the time a wage increase becomes effective shall receive any such intervening increase effective with the date they return to work. This also applies to the lump sum or bonus payments that are not added into wages.

14.06 An employee who moves to a lower job level, or an employee who is transferred by the International Union from an excluded position to a job level in the bargaining unit with a lower annual salary, shall retain the salary rate such an employee was receiving prior to such move or transfer, as an out-of-line salary rate, for an initial period of six (6) months from the effective date of the move or transfer.

At the termination of the initial period of six (6) months the out-of-line rate was in effect, the out-of-line salary rate shall be reduced by one-half (1/2) the difference between the out-of-line salary rate and the assigned top wage rate for the job level to which the employee moved or was transferred. The new out-of-line rate shall remain in effect for a period of three (3) months.

After the additional period of three (3) months mentioned above, the new out-of-line salary rate shall again be reduced by one-half (1/2) the difference between the salary rate in effect for this additional three (3) month period and the top wage rate for the job level to which the employee moved or was transferred.

The salary rate in effect as a result of this further deduction shall remain in effect for a period of three (3) months at which time the employee shall be assigned the top wage rate of the job level to which the employee moved or was transferred.

#### 14.07 Expenses

- (a) Employees authorized to use their own automobile for USW business will be reimbursed mileage at Canada Customs and Revenue Agency (CCRA) approved rates provided that expense vouchers clearly indicate the number of miles traveled on a daily basis and such expense has been authorized and approved by their District Director or the National Director. The mileage allowance will also apply to employees who are required to travel for work-related purposes (including attendance at staff meetings or district conferences) from their regularly assigned office. Mileage determinations will be paid based on the difference in distance between the office to which the employee is regularly assigned and the office to which the employee has been directed to report. Actual toll charges and parking expenses not related to commuting to an employee's assigned office will be allowed when validated by receipts.



- (b) Airline, rail and/or bus charges for trips that have been approved by the District Director or National Director will be allowed when validated by ticket stubs or receipts. Where bus, rail or jitney transportation to and from airports or depots is available, it should be utilized and such fares will be allowed.
- (c) An allowance of up to one-half (plus \$11.00) of the GSA standard per diem rate for meals and incidentals may be paid to an employee who travels on Union business outside of his or her regularly assigned area and who returns on the same day; provided receipts are submitted covering the total additional allowable expenses. The reasons for such allowances must be indicated on the employee's expense voucher and authorized and approved by the employee's District Director or National Director.
- (d) An employee who travels on Union business, and an overnight stay is necessary, will be allowed up to the GSA standard per diem for meals and incidentals provided the reasons for such allowances are indicated on the expense voucher of the employee and such allowances are authorized and approved in advance by the District Director or National Director. This allowance will apply for all days required for such trips, except the day of return; provided, however, that a rate of one-half of the GSA standard per diem will apply where all meals are provided (e.g.: educational seminars and meetings). On the day of return, the employee will be allowed up to one-half of the GSA standard per diem, plus \$11.00, for meals and incidentals; however, if the expense incurred is within an eighty (80) kilometre radius of the regularly assigned area, the employee will then be allowed up to one-half of the GSA standard per diem for meals and incidentals provided receipts are submitted. In addition, employees will be allowed actual daily room charges of \$110 per day, or as approved in advance of their trip by their District Director or National Director, when validated by receipts. No payment will be made for hotel or motel room charges not approved in advance or which are not covered by receipts.
- (e) Where an employee is transferred within the meaning of transfer in the Collective Bargaining Agreement, including transfer under Article 7.03, the employee so transferred shall receive moving expenses in accordance with USW policy. For purposes of this section, a transfer is considered to be any change in work area that, by nature of its anticipated duration and its distance from the prior work area, would involve a change of residence, as determined by the USW. Employees requesting a voluntary transfer will qualify for all or portions of the housing relocation program only at the International's discretion.
- (f) Employees required to travel for USW business (conferences, conventions, etc.) and are required to use their personal cell phone will be paid \$5.00 per day (maximum of \$50 per month). This must be preapproved in writing by the National Director or his or her designee or the District Director prior to the

travel date. Employee must attach written approval to their expense voucher when they submit it to accounting.

**ARTICLE 15**  
**Sick Leave, Maternity Leave and Parental Leave**

15.01 The Employer shall continue to pay employees full salary for any illness to a maximum of five (5) consecutive working days (excluding weekends). If an illness extends beyond five (5) consecutive working days, the employee will be placed on salary continuance.

15.02 Maternity Leave

- (a) Employees with at least thirteen (13) weeks service are entitled to a six (6) month unpaid leave of absence in cases of maternity.
- (b) Employees who are eligible for E.I. maternity benefits will receive a lump sum payment equivalent to ninety-five percent (95%) of two (2) weeks salary; and
- (c) Employees will receive the difference between ninety-five percent (95%) salary and E.I. maternity benefits the employee is eligible to receive for fifteen (15) weeks.

sixty-one (61) weeks (inclusive of parental leave) may be granted. Such additional leave of absence is to be without cost to the employer.

- (e) Employees will retain and accumulate seniority during maternity leave.

15.03 Parental Leave

- (a) Employees with at least thirteen (13) weeks of service and who become the parent of a child by birth or adoption are entitled to a parental leave of up to sixty – three (63) weeks -following:
  - (i) the birth of the child, or
  - (ii) the coming of the child into the custody, care and control of the parent for the first time.
- (b) Parental leave may be taken at any time within the seventy – eight (78) week period following the birth of the child or the coming of the child into the custody, care and control of the parent for the first time.
- (c) Where applicable state, provincial or territorial legislation provides for parental leave in excess of sixty-three (63) weeks, the applicable state, provincial or territorial legislation shall govern entitlement to parental leave.
- (d) Parental leave shall be unpaid, except that an employee who is entitled to parental benefits under the Employment Insurance Act during maternity leave

or parental leave granted pursuant to this collective agreement shall receive the difference between ninety-five percent of his or her salary and E.I. parental benefits he/she is eligible to receive to a maximum of ten (10) weeks. If a two (2) week waiting period is imposed on an employee by Service Canada, prior to his or her receipt of parental benefits, such employee will receive a lump sum payment equivalent to ninety-five percent (95%) of two weeks' salary.

(e) Employees will retain and accumulate seniority during parental leave.

15.04 Part-time employees who meet the service requirements of 15.02 or 15.03 shall receive the same Maternity/Parental leave benefit, but the difference in their pay shall be pro-rated and based on their average earnings for the year preceding such leave.

15.05 Attached to this Collective Agreement as Appendix C is a "Supplemental Unemployment Benefit Plan". The parties agree that this document forms part of the Collective Agreement and governs the payment of supplemental benefits referred to in Article 15.02 and 15.03 above.

15.06 Employees returning from leave as provided in this Article shall have the right to return to the same or substantially similar position at the same location where they worked prior to the leave, provided work at that location is available.

## **ARTICLE 16**

### **Union Activity**

16.01 Employees may be granted leave of absence when delegated to engage in union or political activities or special training and where it is authorized, such leave shall be with pay and without loss of seniority. The granting and length of such leave shall, in each case, be approved by the respective District Director or National Director. Such leave shall not be unreasonably withheld. Leave of absence for other than union or political activity or special training, when mutually agreed upon by the Employer and the employee, shall not affect seniority.

16.02 Employees, up to one (1) for each District, including the National Office, who are on the negotiating committee, shall be granted time off with pay and without loss of seniority for the purpose of participating in the renewal of the Collective Agreement. If the Employer requests that the negotiations be held outside of Canada, the Employer agrees to reimburse employees for any travel and accommodation expense for that same period.

## **ARTICLE 17**

## **Leaves of Absence**

- 17.01 The payment of full salary without regard to a fee as a juror, or as a subpoenaed witness to the Crown shall be made to regular employees who are absent for jury duty or as a subpoenaed witness to the Crown.
- 17.02 In order to attend to family members with serious health conditions, an employee may take a leave of absence without pay for a maximum of six (6) months. Family members for this purpose include an employee's legal spouse, domestic partner, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandparents or grandchildren (including stepfather, stepmother, stepchildren, stepbrother or stepsister. The Social Insurance Program will remain in effect for up to three (3) months of the leave; provided that the employee has not previously had such coverage in the preceding twelve (12) months. When paid coverage under the leave expires, the employee may have optional coverage at his or her own expense. Such coverage can be provided by an agreement with the employee to reimburse the International for the extended coverage after the employee returns from the leave.
- 17.03 The President of the International Union (or his or her designee(s)) may at his or her discretion grant an employee a leave of absence without pay by written request of the employee. An initial leave shall be for a definite period of time which shall not exceed six months. A leave of absence without pay may be further extended for a reasonable length of time, upon written request made by the employee at the expiration or termination of the prior leave of absence.

No leave of absence will be granted to employees with less than one year of continuous service.

- 17.04 The probationary period for any employee granted a leave of absence under Section 2 above will be automatically extended to provide for a minimum of one hundred twenty days of active employment, not including any leave period. In other words, no probationary employee will complete their probationary period by reason of a paid or unpaid leave.

## **ARTICLE 18**

### **Staff Social Insurance, Pension and Tuition Assistance Programs**

- 18.01 Employees who are in their probationary period, including part-time employees who are employed a minimum of 125 days per year, will be covered by the International Union's Staff Social Insurance Program.

Upon completion of the applicable probationary period, employees as described above shall be included in the Staff Pension Plan with such employee's pension service calculated from date of hire.

The Staff Social Insurance Program and the Staff Pension Plan are in separate documents each of which constitutes part of this Article as though incorporated herein.

- 18.02 The Employer agrees to pay the total cost of the monthly premiums for OHIP or other provincial plans for all employees and retired employees.
- 18.03 Effective July 1, 2015, each employee who retires from active employment with the International Union and thereupon is, or upon application would be, eligible to receive immediate pension benefits under the Staff Pension Plan, shall receive a special retirement allowance equal to five (5) months' salary, frozen at their June 30, 2015 base salary rate. No more than one allowance shall be paid to any employee.

Any employee on an authorized unpaid leave of absence, who would qualify for an immediate pension benefit at the beginning of such leave shall be entitled to receive the special allowance set forth in Article 18, Section 18.03 of the Collective Bargaining Agreement between the USW International Union and COPE Local 343 provided such employee officially retires prior to the end of the first six (6) month leave of absence.

Pensions and life insurance of Canadian employees shall continue to be paid in U.S. dollars. The pension and life insurance amounts shall be determined without reference to the Canadian wage differential of fifteen per cent (15%).

- 18.04 Each employee will be eligible for educational benefits in accordance with the Tuition Assistance Plan attached hereto as Appendix B.
- 18.05 Employees hired on or after July 1, 2015, will be paid two (2) months of severance based on their base salary at the time of retirement.

## **ARTICLE 19**

### **Grievance Procedure**

- 19.01 A grievance may be lodged by the Union or by an employee. A grievance within the meaning of Article 19 shall include a complaint, or dispute pertaining to the interpretation or alleged violation of the Collective Agreement.

#### Step 1

- (a) An employee who has a grievance, shall submit it in writing to the employee's District or National Director, whichever applies. Such grievance must be submitted within thirty (30) working days of the occurrence which gave rise to

the grievance. The District or National Director shall send a copy to the Personnel Administrator.

- (b) The Director shall render a written decision within ten (10) working days. If the Director determines that a meeting is necessary in order to respond to the grievance, such meeting will be scheduled within the ten (10) working days and held within thirty (30) days thereafter. A written decision shall be issued within ten (10) working days after the meeting. A copy of the written response shall be given to the grievor and to the grievor's steward. The Director shall also furnish a copy of the grievance and the response to COPE 343. Any grievance resolved in this Step is subject to the approval of the International President.
- (c) Failing a satisfactory settlement at Step 1, the grievance may be submitted to the Union's Staff Representative assigned to this bargaining unit for consideration of proceeding to arbitration. The Union shall notify the Employer of its intent to arbitrate within thirty (30) working days of receipt of the Director's written decision.
- (d) A special meeting between the Director and the Union's Staff Representative may be requested within the same thirty (30) working days by either party in a final attempt to resolve the grievance.

#### Arbitration

- (a) The Union submitting a grievance to arbitration shall inform the Director by way of written notice. Such notice shall include three (3) names to be considered as a single arbitrator. Within ten (10) working days of receipt of such notice, the Director shall inform the Union in writing of the acceptance or rejection of said arbitrators. If the Director objects to the Union's nominees, the return notice should include three (3) other names for consideration.
- (b) Where the Union objects to the Employer's nominees, they shall so inform the Employer. If the parties fail to agree on an Arbitrator, the matter may be referred to the appropriate Labour Provincial Board which shall be requested to appoint an Arbitrator.
- (c) The decision of the Arbitrator shall be final and binding on all parties. An Arbitrator shall not be permitted to alter or change the terms or conditions of this Agreement. Any written decision from the Union or the Employer shall be submitted to the appointed Arbitrator along with a copy of the grievance. Both parties shall share equally the expense of the Arbitrator.

19.02 The parties may mutually agree to extend any of the time periods in the grievance process.

- 19.03 The grievant and steward shall not lose pay or seniority for the time necessary for their participation in the grievance procedure. Employees shall be permitted to file a grievance during their normal hours of work. Stewards shall be allowed reasonable time off from their jobs without loss of earnings to attend grievance meetings scheduled with the Employer involving grievances that they are handling or to investigate and process grievances in their areas at reasonable times and after notice to their Director or her/his designated representative. Such permission shall not be unreasonably denied.

## **ARTICLE 20**

### **Rights and Privileges**

Any rights and privileges at present enjoyed by employees or mutually agreed upon hereafter shall remain unchanged during the life of this agreement.

## **ARTICLE 21**

### **Health and Safety**

- 21.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours. The Union may from time to time bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work. There shall be one (1) Health and Safety Representative from each District and the National Office appointed or elected by COPE. The Employer shall train such individuals as Health and Safety Representatives. The Representative shall not suffer lost time while investigating or participating in health and safety related activities, provided that the granting and amount of such lost time shall, in each case, be approved by the respective District Director or National Director. Such requests shall not be unreasonably denied.

## **ARTICLE 22**

### **Union Label**

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



**ARTICLE 23**  
**Bereavement Pay**

If a death occurs in the immediate family an employee shall be allowed three (3) day's leave with full pay, or four (4) days if the death is out of town. Such leave may be extended by mutual agreement. "Immediate family" shall mean spouse, domestic partner, father, mother, step-parents, father-in-law, mother-in-law, sister-in-law, brother-in-law, son, daughter, step-children, son-in-law, daughter-in-law, sister, brother, grandparents, grandchildren, aunt, uncle or relative living in the same household

An employee will not be required to attend work for up to a period of consecutive / non consecutive working days following the death of such person as specified above. The employee will not suffer any reduction in pay as a result of his/her non-attendance at work under such bereavement leave. This bereavement allowance shall be equivalent to the day's pay for attendance of a funeral or celebration of life.

**ARTICLE 24**  
**No Discrimination**

The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, colour, age, sex, nationality, disability, sexual orientation, ancestry, place of origin, union membership, union activity or any other legally protected grounds.

**ARTICLE 25**  
**Translation of Contract**

The Employer agrees to have the Collective Agreement translated into French, at the Employer's expense, in accordance with the law for the province of Quebec.

**ARTICLE 26**  
**Technological Change**

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

26.02 The Employer agrees as far in advance as possible before the installation of equipment which will affect employment status, to meet and discuss with the union

committee any technological changes and to provide the committee with data regarding the proposed installation.

- 26.03 In the event that the Employer should introduce new methods or machines, no employee in the bargaining unit shall be terminated because of this technological change.

## **ARTICLE 27**

### **Humanity Fund**

In April of each year, the USW will make payment to the Humanity Fund in the amount of \$20.00 for every bargaining unit member of COPE Local 343.

## **ARTICLE 28**

### **Merger**

The USW will make its best efforts, consistent with the particular merger or unification situation, to notify and involve Local 343 in the discussions of the terms and conditions of employment of the merged employees prior to the completion of the merger or unification.

## **ARTICLE 29**

### **Term of Agreement**

This Agreement shall be effective as of January 1, 2018. It will continue in effect until December 31, 2021. No later than ninety (90) days prior to the expiration of this agreement, the parties will make arrangements to meet and negotiate a new Agreement. This Agreement shall continue in effect until either party notifies the other of its desire to terminate, or a new Agreement is reached by the parties. It is further understood that the date of any Agreement reached by the parties subsequent to December 31, 21, shall be effective January 1, 2022 unless otherwise mutually agreed.

If during negotiations for a new agreement either party should choose to request conciliation, it is agreed that an application for, and the completion of, the conciliation process of the federal government will be treated by both parties as meeting the conciliation requirements of each of the several jurisdictions involved and that no legal objection will be taken by either party because of the fact that conciliation procedures have not been taken or completed in any other jurisdiction. If the federal government does not accept the request for conciliation, then the conciliation process will revert to the provincial authority.

**UNITED STEEL, PAPER AND  
FORESTRY, RUBBER,  
MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND  
SERVICE WORKERS  
INTERNATIONAL UNION,  
AFL-CIO-CLC**

**LOCAL UNION 343,  
CANADIAN OFFICE AND  
PROFESSIONAL EMPLOYEES**

/s/ **Leo W. Gerard**  
Leo W. Gerard

/s/ **Bert Poulin**  
Bert Poulin

/s/ **Stan Johnson**  
Stan Johnson

/s/ **Matthew O'Reilly**  
Matthew O'Reilly

/s/ **Thomas Conway**  
Thomas Conway

/s/ **Diana McMillan**  
Diana McMillan

/s/ **Fred Redmond**  
Fred Redmond

/s/ **Denise Todoroff**  
Denise Todoroff

/s/ **Ken Neumann**  
Ken Neumann

/s/ **Josée Marie Sarrazin**  
Josée Marie Sarrazin

/s/ **Jennifer Pfeifer**  
Jennifer Pfeifer

Dated: \_\_\_\_\_

# **Appendices**

## APPENDIX A Salaries<sup>1</sup>

### Job Level 7 Support Staff

	1/1/2019	4/1/2020	1/1/2021	
<b>Starting Rate</b>	50,355.31	<u>51,362.42</u>	<u>52,389.67</u>	
<b>2nd 6 Months</b>	52,302.19	<u>53,348.23</u>	<u>54,415.19</u>	
<b>3rd 6 Months</b>	54,249.08	<u>55,334.06</u>	<u>56,440.74</u>	
<b>4th 6 Months</b>	56,195.96	<u>57,319.88</u>	<u>58,446.28</u>	
<b>5th 6 Months</b>	58,142.85	<u>59,305.71</u>	<u>60,491.82</u>	
<b>6th 6 Months</b>	60,089.73	<u>61,291.52</u>	<u>62,517.35</u>	
<b>7th 6 Months</b>	62,036.62	<u>63,227.35</u>	<u>64,542.90</u>	
<b>8th 6 Months</b>	63,726.10	<u>65,000.62</u>	<u>66,300.63</u>	
<b>Top Rate</b>	65,471.09	<u>66,780.51</u>	<u>68,116.12</u>	
<b>Senior (15 Yrs)</b>	66,307.01	<u>67,633.15</u>	<u>68,985.81</u>	

<sup>1</sup>All figures are in Canadian Dollars (see Article 14.03).

## **APPENDIX B**

### **Tuition Assistance Plan**

#### **A. Purpose**

The purpose of the Tuition Assistance Plan is to aid and encourage eligible employees to supplement their education on their own time in order to assist them in maintaining and improving their working skills. This may be done through an approved university or other program leading to a recognized degree or by individually approved courses subject to the provisions of this section.

#### **B. Coverage**

##### **1. Employee Eligibility**

All permanent non-probationary employees actively at work are eligible to participate in the Plan. Approval for participation is based on concurrence by the International Union that the proposed course of study or degree program will broaden the employee's effectiveness and be of benefit to the International Union. An eligible employee must secure the prior approval of the International Union to undertake a specific course of study at a specific institution. To qualify, the course must be taken on the employee's own time and approved when the employee is actively at work; provided, however, that the International may waive this requirement at its discretion if an employee is participating in a mutually agreed upon educational program that requires attendance during work hours. In case an eligible employee quits or is discharged prior to completion of an approved course of study, she or he shall not be entitled to any financial assistance under this Plan.

##### **2. Course Requirements**

Courses to be taken by eligible employees must cover recognized undergraduate, graduate courses or technical courses, including individually approved correspondence and on-line courses. These may include courses leading to a degree or professional or technical certification. The course must be made up of content that has not been covered under any previous financial assistance under the Plan or that is not offered at reasonable intervals at the employee's location under training programs provided by the International Union, except as may be required for a degree or professional or technical certification. Continuing Adult Education courses and similar no-grade, non-credit courses are eligible for financial assistance with the approval of the Department Supervisor or District Director, and the Personnel Administrator.

#### **C. Financial Assistance**

When an approved course has been satisfactorily completed, the International Union will refund to eligible employees one hundred percent (100%) of the costs of tuition, registration, laboratory and other fees required by the institution, less provincial or federal taxes, if any are applicable, subject to the following conditions:

1. The maximum amount of financial assistance shall be \$3,000 within any twelve (12)-month period provided, however, that the International may increase this amount at its discretion if an employee is participating in a mutually agreed upon educational program.

2. The cost of related expenses such as books, special laboratory equipment and refundable laboratory (breakage) fees will be reimbursed up to a maximum of \$500 within any twelve-month period; provided, however, that the International may increase this amount at its discretion if an employee is participating in a mutually agreed upon educational program.

3. Certain special fees are the responsibility of the employee, e.g.: Entrance Examination Fees, Late Registration Fees, Substitute Examination Fees, or fees of like nature caused by the employee's individual desires or failures to act.

4. The employee must submit evidence of satisfactory completion of an approved course and receipts showing the amount of tuition or fees paid and related expenses. Satisfactory completion of a course means the level of performance designated by the institution as passing.

5. Employees participating in the program who are eligible to receive tuition benefits resulting from service in the armed forces, federal aid or scholarship aid will be eligible to receive reimbursement for the portion of tuition and required fees not covered by such benefits.

6. Financial assistance for approved courses completed satisfactorily while an employee is on leave of absence or lay-off will be paid; provided the employee was actively at work at the time that his or her participation in the course was approved. No financial assistance will be payable for courses taken or contracted for prior to employment or while the employee is on a leave of absence or lay-off status, even though she or he may complete them after returning to active employment.

7. An employee who is unable to continue an approved course because of action by the International Union (other than discharge), or because of a change in her/his job or job assignment shall be reimbursed fifty per cent (50%) of the difference between the amount of the advance payments for tuition, registration, laboratory and other fees required by the institution, and the amount of the refund to which the student may be entitled by the institution's regulations by virtue of the discontinuance of the course.

#### D. Administration

All employees' applications for participation in this Plan must be filed by the employee with the Personnel Administrator of the International Union, with a copy to the employee's District Director or the Canadian National Director, sufficiently in advance of the start of a course to allow the International Union to complete all approvals necessary under the Tuition Assistance Plan.



**APPENDIX C**  
**Supplemental Unemployment Benefit Plan**

1. The objective of the plan is to supplement the Employment Insurance benefits received by workers for unemployment caused by maternity and parenthood during leaves taken pursuant to Paragraph 15.02 and 15.03 of the Collective Bargaining Agreement between the United Steelworkers and COPE Local 343 effective January 1, 2018 until December 31, 2021.
2. The plan will apply to all employees of the United Steelworkers International Union covered by the applicable collective agreement with the Canadian Office and Professional Employees, Local 343 throughout Canada.
3. In any week, benefits payable under the plan are an amount which, when combined with gross E.I. benefits and other earnings, equals ninety-five per cent (95%) of the employee's normal weekly earnings.
4. An employee will be eligible for S.U.B., if (i) he/she has been employed by the United Steelworkers for no less than twelve (12) months, (ii) he/she qualifies for, is entitled to Employment Insurance and is not disqualified for E.I. benefits and (iii) he/she has been granted a leave of absence pursuant to Article 15.02 and/or 15.03 of the Collective Bargaining Agreement.
5. The maximum number of weeks for which SUB is payable is twenty-seven (27), two (2) of which shall be the two (2) week E.I. waiting period.
6. The duration of the plan is from January 1, 2018 to December 31, 2021.
7. Employees disentitled or disqualified from receiving E.I. benefits are not eligible for S.U.B. with the exception of the two (2) week E.I. waiting period as outlined above.
8. Employees do not have a vested right to S.U.B. payments under the plan except for payments, which supplement E.I. benefits during a period of unemployment as specified in the plan.
9. Employees must apply for employment insurance benefits before S.U.B. becomes payable.
10. The plan is financed from the Employer's general revenues. Records of S.U.B. payments will be kept separate from payroll records.
11. On termination of the plan, all remaining assets will revert to the Employer or will be used for payments under the plan or the administrative costs of the plan.

12. Payments in respect of guaranteed annual remuneration, deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
13. The Employer will use the computer printout as furnished by the Commission as proof that the employee is getting E.I. benefits or that the employee is serving the E.I. waiting period.
14. The Employer will inform the Canada Employment & Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.

#### **APPENDIX D**

##### **Semi-Annual Meetings**

There shall be semi-annual meetings between the USW and Representatives of COPE Local 343 to review in a problem-solving way the state of the Union and other items of mutual interest and concern. These would include, for example, a review of the use of casual employees, contracting out matters, technological changes, job classifications, rates of pay and harassment. Each party will pay its own expenses. If the employer requests that the meeting be held outside of Canada, the Employer agrees to reimburse employees for any travel and accommodation expenses for that same period up to one representative per District, including the National Office.

This provision shall not affect any existing right to initiate a complaint or grievance.

#### **APPENDIX E**

##### **Pensions and Staff Social Insurance Program**

January 1, 2018

Bert Poulin  
Representative  
COPE Ontario  
Toronto, Ontario

Re: **Pensions and Staff Social Insurance Program**

Dear Bert:

This letter will confirm the following understandings with respect to Pensions and the Staff Social Insurance Program:

1. Article 18.01 of the Collective Agreement provides that benefits as detailed in separate Pension and Staff Social Insurance Program plan documents will be provided during the term of the Agreement. This letter will confirm that except for legally required changes, or as otherwise agreed to by the International and

Local 343 as stated below, the benefits provided by those plans will be the same as those provided on January 1, 2012, for the term of the Agreement, including all changes adopted by the parties in and after the January 1, 2010 Collective Agreement.

2. Optional Group Insurance Coverage

The International will attempt to develop optional plans that would permit employees to purchase at group rates long term care insurance coverage, as well as additional life insurance coverage.

3. Effective January 1, 2019, the annual major medical deductibles above will again apply if both the employee and his or her spouse, or domestic partner, have not participated in the USW wellness program during the period January 1, 2018 through September 30, 2018. An employer Health Savings Account contribution of \$250 single, \$500 family will be made on January 1, 2019. Throughout the agreement, every employee, and his or her spouse, or domestic partner eligible for USW insurance, must complete the Wellness Program requirements before September 30<sup>th</sup> each year to be eligible to receive the annual HSA contribution and waive the annual major medical deductibles.

The parties will meet subsequent to the effective date of the Agreement to discuss implementation of the basic health screening program provided for in paragraph 3 above; including developing a health screening program that will reflect the differences between the U.S. and Canadian health care systems. The existing COPE Health Enhancement Program will also remain in effect during the term of the agreement, and shall be up to a maximum of \$400 per year. This amount can be claimed up to February 28<sup>th</sup> of the following calendar year.

The intent of the parties is to continue the wellness programs, with possible modifications, through and including 2021.

4. Effective January 1, 2013, revise the prescription drug program as follows:

	<u>Retail (up to 90-day supply)</u>
Generic	\$ 6.00
Brand Name	\$18.00
Non-Formulary Brand	\$36.00

5. Effective January 1, 2013, apply a ten percent (10%) co-payment to hearing aids, with a maximum payment of \$3,500 for each ear every three years.
6. Effective January 1, 2013, massages will be covered only if prescribed by a physician. The prescription must include a medical diagnosis, the reason that massage therapy is needed, and a schedule of treatment. Massage reimbursements will be limited to a maximum amount of \$2,000 per calendar

year.

7. Effective July 1, 2012, dental implants will be covered at 80% of reasonable and customary charges.

8. Doctor's Notes

The USW agrees to reimburse employees up to \$200 per calendar year for doctor's notes or physician's statement. This reimbursement will apply to any physician's statement(s) required for the screening portion of the USW's wellness program.

9. The USW commits to provide COPE members as soon as practicable with summary plan documents relating to the current Staff Social Insurance Program and the current Staff Pension Plan. The new summary plan document for the Staff Pension Plan reflecting the July 1, 2015 changes will also be provided at the appropriate time.

10. USW Staff Pension Plan

The current structure of the USW Staff Pension Plan will be frozen as of June 30, 2015. Effective July 1, 2015, the USW Plan will be modified as follows for all COPE members:

- Subject to the benefit cap and safety net provisions below, 2.5% of Career Average Salary for all future benefits. (This percentage will reduce to 2.25% for future benefits on January 1, 2030, and to 2.0% on January 1, 2035, subject to future negotiations between the USW and COPE.)
- Unreduced retirement is (i) age 60 with at least ten (10) years of Vesting Credit, or (ii) any age with a minimum of 20 years of Vesting Credit and age plus years of service equal to or greater than 75 ("Rule of 75").
- Reduced Early Retirement (Age 50 or older)
  - If 10 years of Vesting Credit or more, 4% reduction for each year before age 60
  - If 5 years of Vesting Credit or more, 4% reduction for each year before age 65
- Special Retirement Allowance frozen at June 30, 2015 amount for current participants and eliminated for future participants.
- 50%, 66-2/3%, 75% and 100% Joint and Survivor annuity options at time of retirement are available, but with actuarial reduction ("free" 50% J&S option eliminated for future benefits only).

- At the time of retirement, participants will receive a benefit that is a combination of the USW Plan benefits accrued through June 30, 2015, plus the additional benefits accrued after that time.
- No other changes to USW Plan benefits (including Disability Retirement and Pre-Retirement Death Benefit), except as may be legally required.

Note: The intent of the parties is that the revised provisions of the USW Plan will remain unchanged for many years to come, but COPE and the USW will continue to meet on a regular basis going forward to assure the Plan's continued future financial stability; with changes, if any, subject to negotiations.

- Benefit Cap and Safety Net for USW Plan Participants. At the time of retirement from the USW Staff Pension Plan, benefits for participants in the USW Plan as of June 30, 2015, will be adjusted so that the base pension (before Joint and Survivor or other reductions) is no more than 100%, and no less than 97%, of the base benefit that the participant would have received had the USW Plan not been modified.

#### 11. Retiree Insurance

In order to qualify for retiree insurance benefits, employees retiring on an immediate pension on or after January 1, 2015, must:

- Have ten (10) years of Vesting Credit, or
- Be retiring on a Disability Retirement, or
- Be age 65 or older, have five (5) years of Vesting Credit and be employed prior to January 1, 2015

In solidarity,

Leo W. Gerard  
International President

CONFIRMED:

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Bert Poulin

APPENDIX F  
**Summer Schedules**

January 1, 2018

Bert Poulin  
Representative  
COPE Ontario  
Toronto, Ontario

Re: **Summer Schedules**

Dear Bert:

This letter will confirm that the International will adjust flex-time office coverage hours for clerical employees in the Canadian National Office for the months of June, July and August each year to 8:30 a.m. to 4:30 p.m. Monday through Thursday, and 8:00 a.m. to 4:00 p.m. on Fridays.

Employees wishing to work other schedules within the flex-time schedule policies established by the International may continue to do so. In addition, although district office hours are set on an office-by-office basis, the International will strongly encourage district directors to similarly adjust schedules during these months.

In solidarity,

*/s/ Leo W. Gerard*

Leo W. Gerard  
International President

CONFIRMED:

*/s/ Bert Poulin*  
Bert Poulin

**APPENDIX G**  
**Wage Increases and Bonuses**

January 1, 2018

Bert Poulin  
Representative  
COPE Ontario  
Toronto, Ontario

Re: **Wage Increases and Bonuses**

Dear Bert:

The International will supplement the general wage increases provided for in Appendix A with a non-pensionable bonus \$1,322.50 (subject to withholdings) to eligible active employee, upon ratification.

The International will supplement the general wage increase provided for in Appendix A with a pensionable, one time additional payment of \$1,322.50 to be paid in April, 2019, to eligible active employees.

While the International has every intention of meeting its wage increase and bonus payment commitments, this will confirm that if the International determines during the term of the Agreement that its finances cannot support the payment of wage increases, bonus payments or severance payments not already implemented, it will give a minimum written notice of three (3) months to COPE, and will promptly meet with COPE to discuss the underlying reasons for the decision not to pay future wage increases, bonus payments or severance payments. Any financial information shared with COPE during this process will be covered by a confidentiality agreement.

If COPE does not agree with the International's decision, it may elect to terminate the Labor Agreement early, with the parties working under the terms of the existing Labor Agreement (not including the future scheduled wage increase or bonus payments) until such time as a new Labor Agreement is negotiated, with both parties reserving all of their respective collective bargaining rights under the NLRA applicable law.

This will also confirm that the USW will be meeting with COPE on a regular basis to review the financial status of the staff pension plan and to discuss actions, if any, that may be required to secure its ongoing viability.

In solidarity,

Leo W. Gerard  
International President

CONFIRMED:

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Bert Poulin

<sup>1</sup>All figures are in Canadian Dollars (see Article 14.03)

## **APPENDIX H**

### **Pay for Knowledge Program**

#### New Horizons Online Training

- 24 Hour access to New Horizons Training from any location.
- One-year unlimited access for each participant, which can be renewed.
- Training courses in the Microsoft version that USW currently operates will be available in Microsoft Office Word, Microsoft Office Excel, Microsoft Office Outlook, Microsoft Office Access, and Microsoft PowerPoint (with prior approval). Anyone wishing to take a Microsoft PowerPoint certification must receive written approval from the Personnel Administrator. The Personnel Administrator will approve based on the current job duties and needs of the department / district the individual works in. No grievance may be filed if someone is denied approval to take the Microsoft PowerPoint certification.
- Practice exams provided for each lesson.
- Participants have the ability to retake training courses and practice exams as many times as they like.
- 100% of the training costs will be paid by the International. (Limited to one (1) voucher with retake per person per program certification)
- Participants may work on the training courses and practice exams during non- working hours, lunch hours and, on a limited basis, during work hours (with prior approval from their supervisor).
- With prior approval, applicants may also take community college classes which will be covered under the USW's tuition reimbursement program.

#### Certiport Testing Centers

- Required to pass the Microsoft Certification Exam for Microsoft Word, Excel, Outlook, Access, or PowerPoint.
- Participants will notify the Personnel Department in advance which exam they will be taking.
- 100% of the testing costs will be paid by the International.
- These individuals will be given vouchers purchased in advance by the Personnel



Department that they will be required to have in order to take their exam.

- Once a participant successfully passes the Word, Excel, Outlook, Access or PowerPoint exam, he or she will receive an increase of three-percent (3%) of their current rate of pay (for salary purposes only and without any impact on bumping ability). An employee will receive an increase for each exam (up to 3 exams maximum) successfully completed. For example, an employee passing all three exams would receive a nine percent (9%) increase over their current rate of pay.
- Participants may take an exam upon completion of each course. They are not required to wait and take all exams at the sametime.

**\*Software version subject to change due to software updates**

## **APPENDIX I**

### **Domestic or Sexual Violence or Abuse**

January 1, 2018

Bert Poulin  
Representative  
COPE Ontario  
Toronto, Ontario

Re: **Domestic or Sexual Violence or Abuse**

Dear Bert:

The International recognizes that employees sometimes face situations of domestic or sexual violence or abuse in their personal life that may affect their attendance and performance at work.

Workers experiencing domestic or sexual violence or abuse will be able to access ten (10) days of leave for the following purposes:

- a.) To seek medical attention for the employee or the child of the employee because of a physical or psychological injury or disability caused by the domestic or sexual violence or abuse;
- b.) To access services from a victim services organization for the employee or the child of the employee;
- c.) To seek psychological or other professional counseling for the employee or the child of the employee;
- d.) To move, whether temporarily or permanently;
- e.) To seek legal redress or law enforcement assistance, including making a police report or preparing for or participating in a judicial or administrative proceeding relating to or resulting from the domestic or sexual violence or abuse.

The International will protect the employee's confidentiality and will only disclose relevant information on a need-to-know basis to ensure workplace safety. The International may require that an employee seeking leave pursuant to this provision to provide evidence, to the Personnel Administrator, reasonable in the circumstance in support of the request.

**APPENDIX J**  
**Vacancy in the National or District Offices**

**January 1, 2018**

Bert Poulin  
Representative  
COPE Ontario  
Toronto, ON

**Re: Job Posting, Transfers and Vacancies in the National or District Offices**

Dear Bert:

This letter will confirm the understanding reached in discussions held between COPE and USW concerning Article 7; Job Posting, Transfers and Vacancies.

The USW and COPE have agreed that when a vacancy occurs, the appropriate National or District Director will request approval from the International President's Office to fill the vacant position. In the event the appropriate National or District Director does not feel the vacancy will need to be filled and they choose not to request approval from the International President's Office, they agree to notify COPE that the vacancy will not be filled at that time; therefore, the position will not be posted.

In solidarity,

*/s/ Leo W. Gerard*

Leo W. Gerard  
International President

CONFIRMED:

*/s/ Bert Poulin*  
Bert Poulin