

COLLECTIVE AGREEMENT

-between-

THE CANADIAN UNION OF SKILLED WORKERS

(hereinafter referred to as the 'Employer')

-and-

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

(hereinafter referred to as the 'Union')

2017 to 2020

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NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

ARTICLE 1- RECOGNITION

- 1.01 The Employer recognized the Union as the sole collective bargaining agent for all administrative employees.

ARTICLE 2 - UNION SECURITY

- 2.01 No work which is normally or customarily performed by employees within job classifications covered by this Agreement shall be subcontracted out by CUSW to any outside source or agency unless mutually agreed upon.

CUSW employees outside of the bargaining unit shall not perform work of any bargaining unit employees unless it requires immediate special attention and no bargaining unit employee is available to perform the work.

- 2.02 Any person hereafter employed, whether temporary, part-time or full-time employees, shall pay union dues upon hiring. When interviewing job applicants the Employer will inform them of this requirement.
- 2.03 All 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.
- 2.04 All employees who are not members of the Union shall become members of the Union on the effective date of this Agreement, and shall remain members in good standing in the Union during the term of this Agreement as a condition of continued employment.
- 2.05 The Employer shall deduct from the last pay day of each month the current monthly dues of any employee covered by this Agreement and shall forward money so deducted to the Union not later than the tenth day of the month following such deduction. With such remittance, the Employer shall furnish the Union with a list showing the names of the employees paying dues, and those not paying dues and listing why they are not paying dues.
- 2.06 The Employer recognizes and will not interfere with the rights of the employees to become members of the Union. There shall be no discrimination, interference restraint or coercion by the Employer or any of its agents against employees because of membership in the Union.

ARTICLE 3 – SENIORITY AND JOB POSTING

- 3.01 Seniority shall be accumulated on the basis of length of service with the Employer and shall be accorded to each employee at the completion of the probationary period of 3 months, effective from the first day of employment.
- 3.02 Probationary employees have no right to arbitrate under the Collective Agreement if released from employment prior to reaching the end of their probationary period.
- 3.03 In promotions, layoffs and recalls seniority will be the only consideration subject to the employee's ability to satisfactorily perform the work required.
- 3.04 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for cause.
- 3.05 The seniority status of an employee who is laid off or granted leave of absence shall be retained on a time for time basis up to a maximum period of one year.
- 3.06 In recognition of service to the former employer, seniority will be accorded in the following order. Marion Allan seniority shall be frozen as of 2014.
- 3.07 A Labour-Management Committee shall be established and shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the employees and the Employer. The Committee will meet within six (6) weeks of a request from either party. Each party shall notify the other of their representatives on the Labour-Management Committee.

A seniority list shall be provided to the Union once per year.

3.08 Job Posting Procedure

Any permanent job vacancies, new positions, and temporary vacancies created as a result of an employee beginning Long Term Disability Benefits, vacancies caused by an employee not returning from a leave of absence except entry-level jobs (clerk-typist position and casual temporary jobs, of less than six (6) months shall be posted according to the following procedure:

- a) All job postings will contain the nature of the position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range, and method of applying for the position and shall be posted in the office of the employer for a period of five (5) working days with a copy provided to COPE Ontario.

- b) Members of the bargaining unit who wish to apply for the position advertised shall do so in writing to be received by the employer within five (5) days of the closing of the posting.
- c) The employer shall have the right to fill the job on a temporary basis if sufficient notice has not been received from the departing employee to allow the posting procedure to be completed in the case of a vacancy.
- d) For internal applicants, seniority will be the determining factor provided the employee has the ability to do the job.
- e) In the case of a successful internal applicant there shall be a ninety (90) day trial period for this position. In the event that the trial period is not successfully completed, the employee shall return to their former position. The employee shall have the option at any time during the trial period to return to their original position. Any employee transferred because of this rearrangement of positions shall also be returned to their former positions.
- f) In the event that the employer finds that no applicant in the bargaining unit is able to perform the work required or when no application has been filed under this procedure, job openings may be filled by outside advertisement.
- g) For external hirings the Employer shall establish a hiring committee that shall include one member of the COPE bargaining unit.

ARTICLE 4 – LEAVE OF ABSENCE

- 4.01 Jury And Witness Duty - Persons called for jury or witness duty shall be granted time off with full pay, with the understanding that all money received for such jury or witness duty will be turned over to the Employer.
- 4.02 Bereavement - Employees will be granted 3 days off with regular pay in the case of bereavement in the immediate family, immediate family is understood to include, mother, father, brother, sister, spouse or children of the employee.
- 4.03 Union Business
 - a) Employees will be granted reasonable time off with pay when necessary to perform union duties associated with the administration of the Collective Agreement.
 - b) Employees will be granted union leave without pay for union activities associated with COPE Ontario.

- 4.04 Miscellaneous - The Employer will give consideration to requests for leave of absence for other reasons, for reasonable periods of time and grant same where possible.
- 4.05 Maternity, Parental and Adoption Leave - Maternity leave of absence without pay shall be granted in accordance with the provisions of the Employment Standards Act. Sick Leave credits can be applied to maternity 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. The distribution of the maternity leave will be at the employee's option.

As per the EI act an employee will be allowed an additional maximum thirty-five (35) weeks parental leave to apply 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 her position earlier than forecast.

The following payments will apply:

MATERNITY - (Birth of a Child)

Employees will receive 100% of salary for the first two (2) weeks of the leave.

Employees will receive the difference between seventy-five percent (75% of salary and EI benefits the employee is eligible to receive for fifteen (15) weeks.

For regular employees on maternity leave of absence, the employer shall continue to pay for the duration of the authorized leave, Health Insurance, Life Insurance, AD&D and LTD premiums by carrier. The employer agrees to pay the applicable single or family premiums for the Power Sector Benefit Trust, complete plan.

PARENTAL - (Birth or Adoption)

Employees will receive the difference between seventy-five per cent (75%) of salary and EI benefits the employee is eligible to receive for seventeen (17) weeks in addition to any entitlement that may flow from the maternity leave payments.

For regular employees on parental leave of absence, the employer shall to pay for the duration of the authorized leave, Health Insurance, Life Insurance, AD&D and LTD premiums. The employer agrees to pay the applicable single or family premiums for the Power Sector Benefit Trust, complete plan. 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 the paid leave of absence.

Sick Leave credits can be applied to maternity leave.

An employee shall indicate at the time of taking such leave whether she opts for the additional unpaid leave.

ADOPTION LEAVE

The employee who legally adopts or comes into the care and control of a child and does not benefit from the leave mentioned in the preceding paragraphs is entitled to a paid leave of a maximum duration of two (2) working days.

DOMESTIC VIOLENCE LEAVE

Sexual and domestic violence leave will ensure that survivors of domestic and sexual violence do not have to choose between their safety and their job. Further, workplace training and education for employers and workers is critical to the protection and support of workers trying to escape abuse.

Provisions related to domestic and sexual violence will be as follows:

- Ten days of paid leave;
- The right of victims to flexible work arrangements; and,
- Workplace training and education of managers and workers.

TRANSSEXUAL LEAVE

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority and will be eligible for sick leave credits under Article 11.01 and applicable premiums under Article 12.02.

ARTICLE 5 - HOURS OF WORK

- 5.01 a) The normal hours of work for all employees shall be thirty-two and one half (32½) hours. The normal hours shall be worked between the hours of 8:00 a.m. and 6:30 p.m.
- b) The weekly hours may be arrived at by having the employees work 5 consecutive six and one-half (6 ½) hour shifts or by having the employees work four shifts made up of one day at eight and one-half (8½) hours and 3 days at 8 hours.
- c) Weekly hours will be established for each employee and will not be unreasonably denied. Seniority shall govern as to the choice of working schedules.
- d) It is understood that at any time an employee may revert back to the normal hours of work.
- 5.02 All time worked outside the regularly scheduled hours, shall be paid at the rate of double time.
- 5.03 Employees shall have the right to refuse to work overtime.
- 5.04 Employees shall be granted one hour for lunch. A one-half (1/2) hour lunch period may be taken mutual agreement and the workday reduced by one-half (½) hour.
- 5.05 Where an employee is required to forego her/his lunch period, such time will be paid at the rate of double time.
- 5.06 Employees shall be granted a 15 minute rest period both morning and afternoon without loss of pay.
- 5.07 If an employee is required to work overtime, a minimum of 1½ hours beyond the scheduled quitting time the employee shall be given an allowance to cover the cost of meals, the amount of which shall not exceed \$12.00.
- 5.08 All employees shall have the option to work a 4 day week. Upon exercising this option the employee shall select a regular day-off, mutually agreed on. The employer shall be notified in advance of any change to the selected day off or 4 day week.

ARTICLE 6 - WAGES

- 6.01 Effective July 1, 2017 \$1,375.28 per week
- Effective July 1, 2018 \$1,402.79 per week
- Effective July 1, 2019 \$1,430.85 per week

It is agreed that any employee working a 4 day week (at 6.5 hours/day) shall receive 4/5th's of the above rate.

6.02 Classifications

Where new classifications are created the Employer will advise the Union in advance in writing, of the nature of the positions and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the Employer and the Union.

- 6.03 Part time employees will receive \$20.40 (2017); \$20.81 (2018); 21.23 (2019) per hour and work less than 20 hours per week.
- 6.04 Temporary employees working full time hours shall become eligible for benefits package after 12 months.
- 6.05 Full-time employees shall be given first opportunity to work overtime providing she/he is capable of performing the work.

ARTICLE 7 - PAID HOLIDAYS

7.01 Employees shall be paid for the following holidays:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Dominion/Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Boxing Day
Christmas Day	Floating Holiday	Family Day

And such other holidays that are declared to be holidays by the Federal Government

- 7.02 If such holidays fall on a day which is not a regular working day, either the immediate preceding working day or the first working day thereafter shall be considered the holiday.

- 7.03 Pay for work performed on such holiday shall be at double the employee's regular rate in addition to the holiday pay set out in the Section 7.01.

ARTICLE 8 - VACATIONS

- 8.01 Employees shall receive vacations as follows:

Up to 6 months of seniority - 5 days
After 1 year of seniority - 15 days
After 5 years of seniority - 20 days
After 10 years of seniority - 25 days
After 15 years of seniority - 30 days

Add one bonus week vacation after 15 years' service (to be taken within 5 years)
Add another bonus week vacation after 25 years' service (to be taken within 5 years)
(in recognition of high seniority)

In recognition of service to their former employer and Marion Allan will receive 20 days' vacation after one year of seniority.

- 8.02 Each employee shall be given an opportunity to take her/his vacation in two consecutive weeks if she/he so desires. The third or fourth week may be taken consecutively by mutual consent.
- 8.03 When a recognized holiday as in Article 7 falls within an employee's vacation period, such holiday will not be counted as vacation and another day off shall be granted or the date of return shall be one full day later or the vacation shall commence one day earlier, as arranged with the Employer.
- 8.04 Vacation leave shall be taken in the year in which it is earned, however, upon request, and with the approval of the Employer, an employee may choose to carry-over any portion of one year's entitlement into the next year or to be paid off for unused vacation at the appropriate rate of pay.
- 8.05 There shall be one day of vacation leave entitlement deducted from an employee's entitlement for each eight 4 day work week worked by an employee.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

- 9.01 The duly authorized representatives of both parties shall meet on the written request of either party to discuss any differences or disputes which may arise with

regard to the meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences.

- 9.02 Failing informal settlement of the complaint, the Union shall put the complaint in writing by grievance and submit it to the President. The President shall respond in two weeks. The Union and the Employer may meet at the second step to discuss issues and resolves around the grievance.

Failing settlement at Step 2, either party may refer the grievance to mediation/arbitration process within five (5) days after the meeting and will notify the other party in writing.

The parties will mutually agree upon a mediator with the understanding that the cost of the mediator will be shared equally.

Failing settlement at mediation, either party within 60 days after the last day of mediation may refer the grievance to arbitration.

At any step of this procedure, timelines may be extended by mutual agreement of the parties. All meetings of the grievance procedure prior to mediation shall be held where the grievor works and shall be held during her regularly scheduled hours.

The Employer and the Union shall jointly bear the expenses of the arbitration.

- 9.03 Where an arbitrator finds that the Employer has violated the Agreement, and such violation has resulted in loss of earnings for the employee concerned, such arbitrator shall have the right to direct compensation for such employees to the extent that is fair and equitable.

ARTICLE 10 – DISCHARGE AND DISCIPLINARY ACTION

- 10.01 When considering discharging an employee, the Employer shall discuss thoroughly with the employee, the reasons for which he is considering the discharge. If at the end of one month from the date of this discussion the employee's work is still unsatisfactory, the Employer may give the employee notice of discharge.

- 10.02 Employees with more than one month's service shall be given a minimum of two weeks' notice of discharge.

- 10.03 Notwithstanding Section 10.02, employees discharged for gross misconduct shall not be entitled to notice of discharge.

ARTICLE 11 – SICK LEAVE

11.01 Employees shall accumulate sick leave credits at the rate of one day for each complete month of work.

Once an employee builds a bank of twenty–five sick leave credits, he/she will be reimbursed for additional credits at year's end.

11.02 For major illness/Immediate Family – an employee shall be entitled to receive 100% of her/his salary for the first two weeks and 75% of her/his salary for the next three weeks during which time sick benefit credits may be bridged over the three-week period.

11.03 A record of time off shall be kept by the Employer who may delegate this function to a bargaining unit member.

ARTICLE 12 - HEALTH AND WELFARE

12.01 The Employer shall pay full coverage for each permanent employee under the Ontario Hospital Services Commission and also full coverage for the Ontario Hospital Insurance Plan and Blue Cross Supplemental coverage.

12.02 The employer agrees to pay the applicable single or family premiums for the Power Sector Benefit Trust, complete plan. Should this coverage not be available to employees covered under this agreement an amount of money shall be paid to provide coverage through local 343 plan.

Post-Retirement Benefits as per the Power Sector Benefit Trust Plan

Option to bank money in the HW account for post retirement.

The money will be deducted from the employee's pay, but the funds would be contributed to the trust as CUSW contribution subjected to 8% RST (eg. For \$50 deduction, employer will pay \$4 RST). The reason for requesting the employer to contribute is that if the employee pays into the trust, the funds will be classified as Pay Direct which is no eligible for certain benefits such as LTD.

12.03 The Employer agrees to contribute an additional amount to the employee's Power Sector Benefit Trust account as requested by the employee.

ARTICLE 13 - SEVERANCE

13.01 Employees with more than one year service who are discharged or laid off shall receive severance pay at the regular rate of pay at the time of termination at the rate of four days per employment year.

ARTICLE 14 - RETIREMENT

14.01 The Employer agrees to pay the maximum contribution amount equivalent to the Canada Pension Plan for prevailing years in the form of RSP contribution.

14.02 The Employer shall contribute, in addition to wages, 5.5% of the Employees gross monthly income into an RRSP of the Employees choice within the Power Sector Retirement Program in lieu of pension and other retirement benefits.

ARTICLE 15 - HEALTH AND SANITATION

15.01 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.

15.02 The Employer agrees to a Union Health and Safety Representative in the workplace with training to be paid for by the Employer.

ARTICLE 16 – NO STRIKES OR LOCKOUTS

16.01 There shall be no strikes on the part of the Union nor lockouts on the part of the Employer during the lifetime of this Agreement. This section shall not be construed as prohibiting members from respecting picket lines, authorized by the Local or the International Union concerned.

ARTICLE 17– DISCRIMINATION

17.01 There shall be no discrimination on the basis of age, sex, marital status, national or racial origin, colour, or religion in regard to hiring, promotions, layoffs, dismissals, rates of pay or other terms or conditions of employment.

ARTICLE 18 – RIGHTS AND PRIVILEGES

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

ARTICLE 19 – UNION LABEL

19.01 All typewritten, mimeographed, ditto work done in the office of the Employer shall bear the Local Union 343 COPE ONTARIO label if such work was performed by a member of the Union.

ARTICLE 20 – TECHNOLOGICAL CHANGE

20.01 In the event that the Employer should introduce new methods and machines all present employees shall be given the opportunity to train on such machines in order of seniority (total costs if any, to be borne by the employer).

ARTICLE 21 – PARKING AND TRAVEL

21.01 The Employer will pay parking costs for all employees.

21.02 An employee who is requested or receives approval from an authorized representative of the Employer to use her/his personal vehicle for the convenience of the Employer shall be reimbursed as per CUSW rates per kilometer traveled for such use of her/his vehicle.

ARTICLE 22 – TERMINATION

22.01 This Agreement shall remain in effect until June 30, 2020 and thereafter shall be automatically renewed from year to year unless either party shall serve upon the other written notice of its desire to make a change therein.

22.02 Within thirty days of receipt of notice the parties shall meet to negotiate a new Agreement.

ARTICLE 23 – EDUCATION AND TRAINING

23.01 Employees to be reimbursed 75% of costs to a maximum of \$500.00 or as agreed to by the CUSW Training Fund for educational courses pertaining to their work environment once course has been completed. Employer will be provided with proof of completion.

EXECUTED THIS IS _____ DAY OF _____, 2018 AT TORONTO

Signed on behalf of:

Canadian Union of Skilled Workers

Signed on behalf of:

Canadian Office Professional
Employees Union, Local 343

APPENDIX IV – SUB PLAN

1. The Objective of the plan is to supplement the Employment Insurance (EI) received by workers of unemployment caused by maternity/paternity leave.
2. The following group of employees are covered by the plan: Canadian Union of Skilled Workers members that have accrued 13 weeks of service.
3. The benefit level paid under the plan is the difference between EI gross benefits (plus any other earnings elsewhere) and 75% of the employee's normal weekly salary. It is understood that in any week, the total amount of SUB, employment insurance gross benefits and any other earnings received by the employee will not exceed 75% of the employee's normal weekly earnings. The duration of the benefit is for the duration of maternity parental leave benefits payable under EI up to 34 weeks. The remaining 18 weeks will not be supplemented by the SUB Plan.
4. The duration of the plan is from 2011 to 2014 for the life of the Collective agreement.
5. Employees do have the right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
6. Employees must apply for EI benefits before SUB becomes payable.
7. Employees disentitled or disqualified from receiving EI benefits are not eligible for SUB.
8. The Employer will inform the Canadian Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of the change.
9. The plan is financed from the Employers general revenues. SUB payments will be kept separate from payroll records.
10. The employee must provide the Employer with proof that he or she is receiving EI benefits.
11. The Employer uses the benefit stub to verify that employees are receiving EI benefits or all other earnings. The Employers Revenue Taxation registration number is _____
12. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under this plan.