

COLLECTIVE AGREEMENT

BETWEEN

UNIFOR CANADA and its LOCAL 222

AND

UNIFOR CANADA and its LOCAL 1136

FEBRUARY 1st, 2024 to JANUARY 31st, 2027



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ARTICLE 1 – RECOGNITION

- 1.1 The employer recognizes the Union as the exclusive representative for the purposes of Collective Bargaining in respect to rates of pay, hours of work and all other conditions of employment for the term of this Agreement for all office clerical and custodian employees of the employer.
- 1.2 For the purpose of this agreement, the term “employee” shall not include, and the Union shall not accept for membership, direct representatives or agents of the employer, such as President, Financial Secretary, National Representatives assigned to the employer, except in the event that a member or members of the Union should become a National Representative(s) or paid official of the National Union.

ARTICLE 2 – PURPOSE AND INTENT

- 2.1 The general purpose of this Collective Agreement is to set forth terms, conditions of employment and provide the means by which complaints, grievances and disputes shall be dealt with promptly and equitably for the mutual interests of the employer, the employees and the Union.
- 2.2 To these ends the employer and the Union encourage to the fullest degree friendly and co-operative relations between their respective representatives at all levels and among all employees.

ARTICLE 3 – EMPLOYER'S RIGHTS

- 3.1 Subject to the provisions, intent and understandings of this Collective Agreement and those of law, the Union recognizes that it is the responsibility of the employer to hire, promote, transfer, or lay off employees and to suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.
- 3.2 Subject to the provisions, intent and understandings of this Collective Agreement and those of law, the Union further recognizes that it is the responsibility of the employer to manage its business in accordance with its commitments.

ARTICLE 4 – NO DISCRIMINATION

- 4.1 The employer agrees that there will be no discrimination or intimidation exercised or practiced by the employer or its representatives against any person in their training, upgrading, promotion, transfer, layoff or otherwise because of race, colour, religion, age, sex, sexual orientation, marital status, family status, national origin, political or union affiliation or being physically challenged.
- 4.2 The employer also agrees that representatives of the Union shall be free to discharge their duties without fear that their individual relations with the employer may be affected in the least degree by any action taken by them in good faith in their respective capacity.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.1 The employer agrees that it will not cause or direct any lockout of its employees so long as this Agreement continues to operate, and the Union agrees there will be no strikes, slow-downs, sit-downs, work stoppages or suspensions of work, either complete or partial for any reason by the employees so long as this Agreement continues to operate.

ARTICLE 6 – UNION SECURITY

- 6.1 Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
- 6.2 Employees covered by this Agreement who are not members of the Union at the time it becomes effective, shall be required as a condition of continued employment to become members of the Union pursuant to Article 6 of the Unifor Constitution.
- 6.3 Employees hired, rehired, reinstated or transferred into this Bargaining Unit after the effective date of this Collective Agreement, shall be required as a condition of continued employment to become members of the Union, pursuant to Article 6 of the Unifor Constitution.
- 6.4 The employer shall deduct a weekly amount to equal monthly dues from every employee as per the Unifor Constitution and Local Union By-Laws.
- 6.5 Union Dues to be deducted in accordance with the Unifor Constitution.
- 6.6 The employer shall furnish the Financial Secretary of the Union, the total of all sums deducted, by the fifteenth (15th) day of the calendar month in which such deductions were made, including names and amounts from whom deductions were made.
- 6.7 The bookkeeper will furnish the employer each month the list of employees and total dues deducted from each.

ARTICLE 7 – REPRESENTATION

- 7.1 The Union may appoint or elect and the employer shall recognize the following Representatives and Alternate Representatives providing they shall be an employee of the employer, have at least twelve (12) months seniority and be a member in good standing.
- 7.2 One (1) Committeeperson and/or Chairperson, or in any absence an Alternate Committeeperson appointed or elected from within the office clerical employees who shall represent the office clerical employees.
- 7.3 One (1) Committeeperson and/or Chairperson, or in any absence, an Alternate Committeeperson appointed or elected from within the custodian employees who shall represent the custodian employees.
- 7.4 The Negotiating Committee shall be represented by two (2) members consisting of one (1) Chairperson and/or Representative from the office clerical employees and one (1) representative from the custodian employees.
- 7.5 During negotiations, the President of the Union, Unifor Local 1136, and a National Representative(s) will be present at all meetings.
- 7.6 Committeepersons and/or Chairperson and the Negotiating Committee during their working hours and without loss of time or pay, shall be permitted to leave their regular duties for reasonable lengths of time to investigate and negotiate grievances.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.1 **STEP 1** - An employee having a grievance shall initially review the matter on an oral basis with the Financial Secretary, President and/or their designate of the employer. Failing a resolution at the oral stage, the grievance will be reduced into writing by the Committeeperson (custodial grievance) or Chairperson (clerical grievance) and a meeting will take place. The Financial Secretary shall render a decision in writing within two (2) working days of the meeting.
- 8.2 **STEP 2** - If the decision of the Financial Secretary, President and/or their designate is not satisfactory to the employee or the Union, a grievance may be presented by the Committeeperson and/or Chairperson to the Executive Board of the employer, who shall consider the grievance and render a decision at its first meeting following the date the grievance was submitted.
- 8.3 If the decision of the Executive Board is unsatisfactory, the Negotiating Committee may request a pre-arbitration hearing with the employer with a National Representative(s) in attendance or may appeal to an impartial umpire mutually agreed upon by the employer and the Union. The decision of the impartial umpire shall be final and binding on both parties. The parties also agree to share equally the expense of the arbitrator.
- 8.4 **WITHDRAWAL OF GRIEVANCE:**
- Failure of the grievor or the Local Union to process a grievance to the next step in the Grievance Procedure within the time limits specified shall be deemed withdrawn from the procedure without prejudice to either party.
- 8.5 **EXTENSION OF TIME LIMITS:**
- Any period of time specified in the Grievance Procedure clause may be extended by mutual agreement confirmed by letter from the requesting party.

ARTICLE 9 – DISCHARGE AND DISCIPLINE

- 9.1 The Financial Secretary of the employer shall be in direct charge of all employees and shall issue all orders and discipline affecting them.
- 9.2 If an employee is absent at the time disciplinary action is taken or where it is not practical to provide written notice prior to leaving the premises, the employer shall send the notice of the employee's suspension or discharge, including the right to request representation, by Registered Mail, to such employee's last known address.
- 9.3 Should the suspended or discharged employee or the Committeeperson and/or Chairperson consider the discharge or suspension to be improper, a grievance may within three (3) working days, be presented directly to the Second Step of the Grievance Procedure.
- 9.4 If an employee is found unjustly suspended or discharged, such employee shall be immediately reinstated to their former position with full-accumulated seniority and shall be reimbursed for all financial loss.

ARTICLE 10 – HOURS OF WORK

- 10.1 **OFFICE CLERICAL EMPLOYEES**: The regular hours of work shall be thirty-five (35) hours per week consisting of seven (7) hours per day, Monday through Friday, inclusive.
- 10.2 The regular hours of work per day for clerical employees shall be eight (8:00) a.m. through four (4:00) p.m. Such hours of work per day include one (1) hour unpaid lunch period from twelve (12:00) noon through one (1:00) p.m.
- 10.3 The reception desk job assignment will be a shared responsibility between Administrative Staff. Exception will apply if higher seniority employees request the position.
- 10.4 **CUSTODIAN EMPLOYEES**: The regular hours of work shall be forty (40) hours per week, consisting of eight (8) hours per day, Monday through Friday.
- 10.5 The regular hours of work for the day shift custodian shall be eight (7:00) a.m. through three (3:00) p.m. which shall include a half ($\frac{1}{2}$) hour paid lunch period.
- 10.6 The regular hours of work per day for the afternoon shift custodian shall be from three (3:00) p.m. through eleven (11:00) p.m. which shall include a half ($\frac{1}{2}$) hour paid lunch period.
- 10.7 The Union agrees that hours can be changed as circumstances arise to accommodate employers need to run its business.
- 10.8 **SHIFT PREFERENCE AND PREMIUM**: Unless changed by mutual agreement, there shall be no shift rotation. In the case of the permanent afternoon shift custodian employees, such employees shall be compensated an additional sum of five percent (5%) of the base hourly rate.
- 10.9 **OVERTIME PREMIUM**
- a) Time and one half ($1\frac{1}{2}$) base rate plus cost-of-living shall be paid to the full time employees for all hours worked in excess of such employees' regular hours per day.
 - b) Time and one half ($1\frac{1}{2}$) base rate plus cost-of-living shall be paid to the full time employees for all hours worked on Saturdays.

- c) Time and one half (1½) the base rate plus cost-of-living shall be paid to the full time employees for all hours worked on Sundays.
- d) Double times the base rate plus cost-of-living shall be paid to the full time employees in excess of holiday pay, for all hours worked on a paid holiday or any day designated in lieu of such paid holiday.

10.10 OVERTIME DISTRIBUTION

Overtime shall be equitably distributed as is practical among employees within the same classification. The employer shall post the accumulated overtime hours when changes occur.

10.11 REST PERIODS

All employees shall be granted two (2) fifteen (15) minute rest periods.

ARTICLE 11 – SENIORITY

11.1 **BARGAINING UNIT SENIORITY**: For the purposes of layoffs, recalls, transfer and promotions, seniority shall be as established between the parties in Letter #2 to the Chairperson.

11.2 **EMPLOYEE CREDITED SERVICE**: For the purposes of pension credits and vacation accruals, employee credited service shall be as established between the parties in Letter #2 to the Chairperson.

Employees who are absent from work due to an occupational injury or disease and as a result received Workers Compensation while on an approved sick leave of absence, will be credited for such time up to a maximum period equal to seniority.

11.3 **PROBATIONARY EMPLOYEES**: New employees hired into the Bargaining Unit covered by this Collective Agreement shall be considered probationary employees for the first ninety (90) calendar days of their employment. Such ninety (90) days shall be accumulated within not more than one (1) year from the date of initial hire. Upon completion of a probationary period, such employee shall be entered on the Seniority List ninety (90) days prior to the day such employee completed the probationary period. There shall be no seniority among probationary/part time employees.

11.4 **SENIORITY LISTS**: Employee Credited Service and Bargaining Unit seniority lists shall be recorded and maintained by the employer. The Union shall be supplied with such lists every six (6) months or when changes warrant revised lists more frequently.

11.5 **LOSS OF SENIORITY**: Employees shall lose their seniority ranking resulting in the removal of their names from the seniority lists for the following reasons:

- a) If an employee voluntarily resigns from the Company.
- b) If an employee is discharged and is not reinstated pursuant to the provisions of this Agreement.
- c) If an employee is absent without permission for five (5) consecutive working days unless satisfactory reason is submitted for such absence.
- d) If an employee is laid off for a period equal to such employee's seniority.

- e) If an employee retires or receives a Permanent Total Disability Pension under the Pension Plan of this Agreement.

ARTICLE 12 – LAYOFF AND RECALL

12.1 Non-Interchangeable

Seniority Occupational Group Classification:

Administrative Staff

Bookkeeper

Custodian

- 12.2 In the event of any reduction in staff, all probationary employees shall be laid off first.
- 12.3 In the event of any further reduction in staff, employees with lesser seniority shall be laid off from within their individual non-interchangeable seniority occupational group.
- 12.4 Employees shall be rehired in reverse order to that of layoff. Employees with greater seniority shall be rehired first.
- 12.5 Employees who are laid off are eligible for SUB, as outlined in Appendix 'B' appended to this Agreement.

ARTICLE 13 – LEAVES-OF-ABSENCE

- 13.1 **UNION LEAVES**: The employer shall grant a leave-of-absence with credited service and seniority accumulating but without pay for an employee elected or selected to the Staff of the Unifor National Union.
- 13.2 In addition, the employer shall grant temporary leaves-of-absence with credited service and seniority accumulating but without pay for employees elected or selected to attend Union functions, such as Conferences, Conventions, or for Educational Seminars.
- 13.3 **JURY DUTY**: Employees who are summoned to jury duty or as a Crown Witness shall be granted leaves-of-absence with credited service and seniority accumulating for the period designated by the Court. Such employees shall receive their full salary from the employer, less any compensation except travel allowance, received for such service from the Court.
- 13.4 **BEREAVEMENT LEAVE**: Employees shall be granted as per the General Motors agreement (effective September 2012) (Paragraph 164(b)) (Page 92) four (4) consecutive working days for the employee's immediate family member - spouse, parent, child, brother or sister and three (3) consecutive working days for step parent, grandparent, step child, grandchild, step brother, half brother, step sister, half sister, current spouse's parent, current spouse's step parent, current spouse's grandparent, son's current spouse, daughter's current spouse within ten (10) calendar day period immediately following the date of death provided the employee attends the funeral.
- 13.5 **PREGNANCY AND PARENTAL LEAVE**: The employer agrees to provide a pregnancy leave of up to seventeen (17) weeks for a pregnant employee.
- 13.6 In addition, the Employer agrees to provide a parental leave of up to thirty-seven (37) weeks for an employee who is a parent, including an adoptive parent, following the birth of his/her child or the adoption of the child.
- In the case of pregnant employee, the parental leave shall commence forthwith after the expiry of her pregnancy leave.
- 13.7 Each of the rights, benefits, terms and conditions for pregnancy and parental leave as set out in the Employment Standards Act and Regulations as they existed on

February 1, 2006, shall be minimum requirements incorporated within this Collective Agreement.

- 13.8 It is agreed that the union and bargaining unit employees shall not be disadvantaged in any way by any amendments to the Employment Standards Act and Regulations. For greater clarity, the Collective Agreement provisions shall prevail under such conditions.
- 13.9 Where this Collective Agreement provides an employee(s) with a greater right, benefit, term or condition for pregnancy and parental leave, that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.
- 13.10 In the event the Employment Standards Act and Regulations are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on February 1, 2006, each of such amended provision shall be incorporated within this Collective Agreement.
- 13.11 Benefit coverage shall be maintained for an employee on leave under this article and the employer shall continue to make the employer's contributions for such coverage.
- 13.12 A pregnant employee must apply to Service Canada for E.I. benefits under this section for payment of pregnancy benefits. If the legislation changes denying a pregnant employee E.I. benefits, the person affected will be paid six (6) weeks benefits at sick benefit rates based on sixty-six and two-thirds percent (66 2/3%) of the employee's rate at the time of pregnancy, by classification.
- 13.13 Based on E.I. Act and General Motors September 2012 agreement.
- 13.14 When an employee becomes aware of a pregnant condition, such employee shall furnish the employer with a certificate from the physician stating the approximate date of delivery and length of time such employee may continue to work.

ARTICLE 14 – HOLIDAY PROVISIONS

14.1 Employees covered by this Collective Agreement shall be paid their straight time salary and cost-of-living allowance for the following holidays:

Paid holidays shall include:

Family Day

Good Friday

Monday after Easter

Friday preceding Victoria Day

Victoria Day

Friday preceding Canada Day

Friday preceding Labour Day

Labour Day

National Day for Truth and Reconciliation*

Friday preceding Thanksgiving Day

Thanksgiving Day

General Motors Christmas and New Year's Day shutdown schedule of holidays

*National Day for Truth and Reconciliation will only be a paid holiday on years in which it falls on a weekday.

14.2 When a paid holiday pursuant to this Article falls within an employee's approved vacation period, such employee shall be given an extra day off.

14.3 When such holidays fall on a Saturday or Sunday, the employer will authorize the Friday preceding or the Monday following as a paid non-working day.

14.4 Should any of the above holidays occur during a leave-of-absence of an employee of thirty (30) days or less, such employee shall be paid for such holiday or granted a compensating day off.

- 14.5 Requirements for working during the holidays referred to pursuant to this Article shall be on a voluntary basis.
- 14.6 Time and a half (1.5) will be paid to employees at work for the Civic Holiday in August.

ARTICLE 15 – VACATIONS WITH PAY

15.1 Employees shall earn credits towards vacations with pay in accordance with the following schedule. Calculations shall be determined from each employee's date of hire, as per past practice. Refer to Letter of Understanding #4.

<u>Credits</u>	<u>Entitlement</u>
Less than one (1) year	4% of gross earnings
One year but less than five	11 working days
Five years but less than ten ¹	3 ½ working days
Ten years but less than fifteen	16 working days
Fifteen years or more	21 working days

There will be an additional twenty-one (21) days added with pay for employees, over the life of the agreement.

15.2 VACATION PAY: Employees on vacation shall be paid their regular salary plus cost-of-living in effect at the period of time such vacation is taken.

15.3 An employee who has earned vacation credits and vacation bonus under the terms of this Article and retirees, quits or is terminated shall receive payment in lieu of vacation due such employee. In the case of death, such employee's authorized beneficiary or estate shall be entitled to such employee's payment in lieu of vacation.

15.4 An employee has to have 875 (25 weeks at 35 hours) hours worked to earn the full entitlement for the vacation period of July 1st to June 30th in the vacation year.

15.5 All vacations with pay will be mandatory. There will be no payout of vacation pay, vacations must be taken in each year, unless otherwise agreed to in writing allowing vacation to be carried over for the next year.

ARTICLE 16 – WAGE SCHEDULE

16.1 New hires start at 80% for five (5) years, 100% starting first day of Year 6.

Pension and Benefits after completion of one year.

This article shall not apply and will not form part of the Collective Agreement effective February 1, 2026

16.2 6% wage increase February 1, 2024

3% wage increase February 1, 2025

3% wage increase February 1, 2026

All Employees shall receive a signing bonus of two-thousand dollars (\$2000), paid within thirty (30) days separately from normal payroll.

16.3 Classification Title: Wage as of February 1, 2024 (including COLA)

Bookkeeper \$49.57

Administrative Staff \$48.86

Custodian \$46.63

NOTE: Wages include COLA folded-in, with a \$0.05 float.

ARTICLE 17 – GROUP INSURANCE, HEALTH CARE, SICK & ACCIDENT

General

The employer shall provide Group Insurance Benefits and Health Care Benefits. Except as noted below, the benefit provisions will be provided in the same manner and amounts as per the September 2023 agreement (including the Supplemental Agreements) between GM and Unifor Canada and its Locals ("GM Agreement").

If there is a dispute in interpreting provisions in the current plan and comparable provisions are in the GM Agreement, the GM Agreement shall take precedence.

The employer will contract Green Shield as the carrier for all health care benefits.

17.1 New hires will receive benefits after one year of employment.

17.2 Dependents

For the purpose of this Article 17, "spouse" will be defined as follows:

The person of the opposite sex or same sex who:

a) is legally married to the employee, or

b) is not married to the employee, but is an individual with whom the employee has been cohabiting for a continuous period of at least one year, and who is publicly represented as the domestic partner of the employed.

Dependents other than spouse will be defined as per the GM Agreement.

17.3 Coverage during leaves of absence

a) Layoff - The employer shall continue to cover Health Benefits (including dental), Life Insurance, Extra Accident, S&A, EDB, and TPD. Dental is discontinued one month following the month of layoff.

Thereafter, the employer shall continue coverage for Health Benefits (excluding Dental), Life Insurance and extra Accident for 11 months. Laid-off employees may continue their benefits thereafter, if such premiums are forwarded to the employer.

b) Leave of absence - The employer shall continue to cover Health Benefits (including dental), Life Insurance, and Extra Accident during

an approved leave of absence pursuant to Article 13, excluding Article 13.1 (union leave).

Employees on personal leaves of absences shall have all benefit coverages (excluding pension plan benefits) cease on the first day of the month following the month of commencement of such leave. Employees may continue their benefits if such premiums are forwarded to the employer.

c) Disability, Pregnancy, and Parental Leave

The employer shall continue to cover Health Benefits (including Dental), Life Insurance, and Extra Accident during periods when the employee is on an approved disability leave of absence and entitled to S&A, or EDB or is on Pregnancy or Parental Leave.

17.4 Coverage after retirement

The employer will continue Health Benefits for employees (and their eligible dependents) who retire under any one of the following conditions (as per the GM Agreement):

- a) normal retirement age,
- b) age 55 with age and service equal to 80 points,
- c) age 60 with 10 years of service,
- d) any age with 30 years of service,
- e) age 55 and 10 years service with mutual agreement, or
- f) disability retirement.

At age 65, the retiree shall make application for any legislative benefits available to them.

17.5 Coverage for surviving spouses and eligible dependents

If an employee who is covered for Health Benefits dies prior to retirement, the employer will continue Health Benefits for the surviving spouse and eligible dependents if such surviving spouse is entitled to survivor benefits under the

employer's pension plan or would have been entitled had the pension plan definition of "spouse" allowed for a same-sex partner.

The employer will continue Health Benefit coverage for the surviving spouse and eligible dependents of a retiree who dies while covered for Health Benefits under Article 17.3 above.

- 17.6 Life Insurance coverage will be provided in the amount of \$95 000 to all full-time employees.

Life insurance amounts will track GM Agreement for leaves of absence (e.g., lay-off, disability).

Age 65, life insurance will be not be reduced as per the GM agreement for retired employees.

Eligibility - Employees with seniority are entitled to life insurance coverage.

- 17.7 Extra Accident

Amounts is based on half of the Life Insurance Coverage in Article 17.6.

Extra Accident ceases upon retirement.

Eligibility - Employees with seniority are entitled to extra Accident coverage.

- 17.8 Sick and Accident, further known as S&A

- a) Amount

S&A shall be $66 \frac{2}{3}$ of the employee's gross pay, (bookkeeper, administrative staff or custodian wage).

- b) Eligibility

The employee has one (1) or more years of seniority; is unable to work because of pregnancy or personal injury or illness; and is under a doctor's care.

- c) Less than one (1) year seniority, there is no entitlement to S&A coverage.

- d) Duration and Commencement

The employer shall have the option of requesting the medical opinion of a second impartial physician whose diagnosis shall be final and binding for both parties. The employer will cover any costs to the employee for the medical opinion. S&A benefits shall be cancelled if such employee does not comply with the request for a diagnosis of a second impartial physician.

S&A coverage ceases at retirement.

Benefits start on day 1 of accident or hospitalization and day 7 of sickness.

17.9 Extended Disability Benefit, further known as EDB.

The employer shall provide EDB Benefits as per September 2012 agreement (including the Supplemental Agreements) between GM and CAW-Canada and its Local (GM Agreement) with the exception of:

(a) Amount

The amount of the EDB shall be $66 \frac{2}{3}$ of the employee's gross pay, (bookkeeper, administrative staff or custodian wage).

An employee will receive the EDB amount in effect at the time they qualify for EDB (i.e., upon exhaustion of S&A). There will be no subsequent increases in EDB other than those negotiated from time to time.

The EDB will be reduced by some benefits the employee receives as per Sub-section 7(b) paragraphs 1 through 3 of Article 11 of the GM Agreement covering Group Life and Disability Insurance (Exhibit B) (i.e., WSIB, Disability Pension, OAS, CPP Disability).

(b) Eligibility

An employee who is covered for S&A and has exhausted S&A benefits and continues to be disabled such that they are unable to do their own job.

(c) Commencement and Duration:

EDB commences on the day following the end of the period for which S&A benefits were payable to the employee.

For employees with ten (10) or more years seniority on the date of disability, EDB are payable until the employee's death, or the employee attains an age at which

they are entitled to a benefit under OAS, or the employee no longer meets the disability requirement.

For employees with less than ten (10) years seniority, EDB are payable for the number of months by which the employee's seniority exceeds the maximum period of combined S&A entitlement. In no event shall such employee be entitled to a greater period of benefits than the employee with ten (10) or more years seniority.

As per Sub-section 7(b) paragraph 3 of Article 11 of the GM Agreement covering Group Life and Disability Insurance (Exhibit B), the employee on EDB will be presumed to apply for the employer-sponsored pension and/or retirement benefits 12 months after the expiration of the maximum number of weeks for which the employee is entitled to receive S&A benefits. Employer-sponsored pension and retirement benefits will be used to reduce the EDB amount.

HEALTH CARE

17.10 Benefits: The employer agrees to provide health benefits for eligible employees and their dependents as per the GM Agreement.

EYE EXAMS – In recognition of government delisting of eye exams, coverage will now include one eye exam every 24 months, paid to a maximum of \$120 per exam.

VISION CARE – Effective February 1, 2021, the vision care plan will provide benefit coverage as follows:

Single Vision per pair	\$300 every 24 months
Bifocal per pair	\$355 every 24 months
Multi-focal per pair	\$425 every 24 months
Contact Lenses per pair	\$310 every 24 months

Up to \$450 may be applied to the cost of laser eye surgery. This benefit would be in lieu of any claim under the vision care plan for the next 24 months.

DENTAL PLAN

Dental Hygienist: A Dental Hygienist will be recognized as a dental provider.

The annual maximum has been established at \$3200 per benefit year.

The orthodontic lifetime maximum will now be \$3800.

(Benefit year October 1 to September 30.)

Effective January 1, 2021, benefits payable shall be based on the Ontario Dental Association (ODA) Fee Schedule for the previous year. A one (1) -year lag will continue over the term of the life of the agreement. Dental implants are covered as per GM agreement.

CHIROPRACTIC BENEFITS

The annual maximum has been set at \$465. Your year begins with your first visit.

MASSAGE THERAPY

Annual maximum of \$300; a doctor's prescription is no longer required; year begins with your first visit.

SPEECH THERAPY

The annual maximum benefit for Speech Therapy will be \$1,100 per calendar year, including \$125 once per lifetime for an initial assessment.

PARAMEDICAL COVERAGE

The annual maximums for Naturopaths and Podiatrist/Chiropodist will be \$325.

PSYCHOLOGIST SERVICES

Psychologist and Master of Social Work: \$100 per visit to an annual maximum of \$1000 per participant.

Up to \$675 will now be available to be applied against the cost of a psychological assessment for children under the age of 14 (once per lifetime), and will be applied against the annual maximum in the year it is claimed.

PRESCRIPTION DRUG PROGRAM

Prescription drugs will be covered at the cost of available generic drugs. Brand name drugs will be provided where determined to be medically required.

The maximum dispensing fee covered under the plan will be capped at \$9.00 dollars per prescription.

The prescription drug co-pay for Active and Retired members will be 10% per prescription with the following out of pocket maximums:

As of February 1, 2021 - \$310.00/family/year

LONG TERM CARE

Effective February 1, 2013 the maximum long term care rate for new entrants will be reduced from \$1,200.00 to \$800.00 per month. Current residents of long term care facilities, and those entering prior to February 1, 2013 will remain at coverage levels \$1,200.00 (Long Term Care covers current active members).

PSA TEST

Coverage will be provided for PSA tests, once annually, for men age 50 or older. The maximum payable for this test will be \$60 dollars.

CHRONIC CARE

Effective January 1, 2006, Chronic Care Benefits will be modified to provide reimbursement for up to \$30 dollars per day for semi-private accommodation, and a maximum reimbursement of up to \$60 dollars per day for the chronic care co-pay charge following expiration of the co-pay benefit period paid by the Provincial Government. Current recipients of chronic care benefits will be exempt from these provisions.

PHYSIOTHERAPY

Coverage for physiotherapy in the amount of \$400 per year and a maximum of \$100 per visit.

DURABLE MEDICAL EQUIPMENT

Coverage for Continuous Glucose Monitoring systems added to an annual maximum of \$4000.

MEDICAL CANNABIS

Annual limit of \$500 where prescribed by physician due to medical illness or medical condition. Following conditions need to be met prior to approval: Age 25 or over; suffering from chronic neuropathic pain or spasticity due to MS or nausea due to chemotherapy, and deemed last resort treatment for above.

CHILDCARE BENEFIT

Expanded to include coverage for for-profit regulated and registered daycare facilities. Increases are \$4 (to 16) on the Full-Day benefit for ages 0-6, \$3 (to \$9) on the Half-Day and before/after school benefits, and \$600 (to \$3000) on the annual maximum. If an eligible employee passes away while covered by this child care benefit, child care benefits will be provided to the surviving spouse and eligible dependents.

ARTICLE 18 – LEGAL SERVICES

- 18.1 Unifor Local 222 and Unifor Local 1136 agree to establish the Unifor Legal Services Plan effective February 1, 1996.
- 18.2 The Unifor Legal Services plan will provide the same benefits as the Unifor-GM Canadian Legal Services Plan as negotiated September 2012.
- 18.3 Unifor Local 222 will fund the plan on a pay-as-you-go basis.
- 18.4 The Plan will cover:
- a) Unifor Local 222 employees with at least one (1) year of seniority, except that eligibility ceases for any employee who has been continuously laid off for a period exceeding eighteen (18) months after the month layoff began.
 - b) Covered dependents (as per Article 17) including the spouse and surviving spouse of eligible employees.
 - c) Retired employees of Local 1136 and their covered dependents, including spouse and surviving spouse.

ARTICLE 19 – COST-OF-LIVING ALLOWANCE

19.1 COLA is folded into the base rate, with a float of \$0.05 per hour, for the calculation of all compensated hours including overtime, vacation, holiday, bereavement, salary continuance, and jury duty and for the annual calculation of the S&A and the EDB rates. A decline in the CPI will not affect the base wage.

COLA is based on a CPI of 1986=100, 1 cent increase for every .058 increase.

ARTICLE 20 – PENSION PLAN

20.1 The employer shall maintain a non-contributory pension plan as per the GM Agreement.

The Basic and 30 and out Special Allowance pension benefit levels will remain at current levels for the life of the new agreement in the amount of \$3,895.95 per month.

The Basic Benefit is a monthly pension payable from your date of retirement for your lifetime and is currently equal to \$87.60 for each year of Credited Service.

The Supplementary Benefit is a monthly pension payable from your date of retirement until age 65, or earlier death, and is equal to \$18.00 for each year of Credited Service (maximum of \$540.00 per month). The Supplementary Benefit is not payable if you retire early at least 55 years old and you have completed two (2) years of membership.

Retirees

There will not be any COLA increases for current and future retirees for the life of this agreement.

For Employees hired into a full-time position on or after February 1, 2024, they will not be eligible for the existing non-contributory pension plan. These employees will be enrolled in the College of Applied Arts and Technology Pension Plan “CAAT DB Plus” on the following co-contribution basis:

Employee Contributions: Four percent (4%) of gross earnings

Employer Contribution: Seven percent (7%) of gross earnings

Participation in the CAAT DB Plus plan is mandatory.

Full-time members who are employed prior to February 1, 2024 remain in the existing Pension Plan.

20.2 The parties agree to integrate the Disability Pension with EDB plan as per the GM Agreement. The provisions of such integration will include:

a) the employee must have 10 years service,

- b) have been in receipt of S&A for one year, and
- c) the employee is Totally and Permanently Disabled and in receipt of EDB.

20.3 Early Retirement Before 30 Years. Early retirement with unreduced Basic pension and supplement for members age 55 or over with age plus service equal to 80 or more (80 point rule) for the life of the agreement

85 Point retirement will now have reinstatement of full benefit at age 60.

Reduction for retirements on or after age 60 with 10 or more years of credited service is now eliminated.

20.4 Survivor Option same as GM agreement

Reduction factor of 5% of basic pension cost up to 10 full years younger and ½% more for each additional year younger.

Reduction factor of 5% of basic pension cost, up to 5 full years older and ½% less of each additional year older.

ARTICLE 21 – GENERAL

- 21.1 a) **JOB SECURITY**: It is agreed by the parties that in the event of a reduction of staff, within a classification, that any work that was contracted out from that classification will be returned (Article 16.3).
- b) No work, which is normally or customarily performed by employees within a job classification covered by this Agreement, shall be contracted by the employer to any other source or agency which deprives employees of regular work or regular earnings.
- c) All work, which is normally or customarily performed by the bargaining unit in the offices of the Unifor Local 222 Unit, will bear the Unifor Local 1136 “bug”. No bargaining unit work shall be considered final without a Unifor Local 1136 “bug”.
- 21.2 **BULLETIN BOARDS**: The employer agrees to provide a bulletin board on which the Union may post such notices as may be of interest to the employees.
- 21.3 **JOB OPPORTUNITIES**: Vacancies or new jobs shall be based firstly on seniority and secondly by consideration given to ability.
- 21.4 **STAFF ROOM**: The employer agrees to provide proper staff room facilities.
- 21.5 **PROTECTIVE CLOTHING**: The employer agrees to pay full-time custodians the amount of (\$460) 1st year, (\$460) 2nd year, (\$460) 3rd year of the contract.
- 21.6 **TUITION REFUND**: Any seniority employee wishing to upgrade or take a work related course, will upon completion of same, be given a tuition refund up to an amount of \$1,000 per year agreed upon with the employer.
- 21.7 **MILEAGE ALLOWANCE**: Mileage will be paid in accordance with the CRA’s annual maximum.
- 21.8 **PER DIEM MEAL ALLOWANCE**: Less than 24 hours' notice of overtime and three hours or more of overtime, a meal allowance of \$10.00 will be provided.
- 21.9 **VOLUNTARY TERMINATION OF EMPLOYMENT PLAN**: (VTEP) \$35,000.00, may be available upon mutual consent between the union and employer.
- 21.10 **REPLACEMENT CLOTHING FOR FULL TIME ADMINISTRATIVE STAFF**: of up to \$100.00 per year as per agreement for damaged clothing.

21.11 FULL TIME CUSTODIANS, BOOKEEPER AND ADMINISTRATIVE STAFF: will be reimbursed for cell phone bills in the amount of \$70.00 per month.

ARTICLE 22 – PART-TIME EMPLOYEES

- 22.1 When students and/or part-time employees are hired, they shall not accumulate seniority.
- 22.2 Students/part time will receive a flat twenty-five dollars (\$25.00) per hour (no shift premium) for an hourly wage.
- 22.3 Students/part-time employees will be required to pay Union Dues as per the Unifor Constitution and Local Union By-Laws.
- 22.4 It is understood that students or part-time employees will not be employed to the detriment of full-time employees with respect to job classifications and hours of work and overtime.
- 22.5 Students/part-time employees, overtime begins after they have worked 44 hours in a work week. After that time they must receive overtime pay, as per Employment Standards Act.
- 23.6 Students and/or part-time employees have no further rights under the collective agreement other than those set out in Article 22.

ARTICLE 23 – TERMINATION AND MODIFICATION

- 23.1 This Agreement effective the 1st day of February 2024, shall be for a duration of thirty-six (36) months, commencing from February 1st, 2024, and terminating twelve o'clock midnight on January 31st, 2027.
- 23.2 If either party desires to modify, amend or terminate this Agreement, such party shall not more than ninety (90) calendar days or less than ninety (90) calendar days prior to January 31st, 2024, give written notice of such intentions.
- 23.3 If neither party gives written notice pursuant to Article 23.2 above, this Agreement shall continue in effect from year to year thereafter, subject to ninety (90) days written notice by either party prior to January 31st, of any subsequent year.
- 23.4 During any period of negotiations for the renewal of a Collective Agreement, the terms and conditions of this Agreement shall remain in full force and effect.
- 23.5 However, in matters of wages or other economic factors affecting the earnings of members of the Bargaining Unit, it is agreed that they shall be effective as of the termination date of this Agreement.

SIGNED AT OSHAWA THIS 8TH DAY OF MARCH, 2024.

FOR THE UNION





FOR THE EMPLOYER





APPENDIX 'B'

SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN

BETWEEN LOCAL 222, UNIFOR & LOCAL 1136, UNIFOR.

- a) The following group of employees is covered by the plan: All seniority clerical and custodial employees of Unifor Local 222, at its office on Phillip Murray Avenue in Oshawa.
- b) The plan is to supplement the Employment Insurance benefits received by workers for temporary unemployment caused by shortage of work.
- c) 1) Employees must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the Plan.
2) SUB is payable for a period during which an employee is not in receipt of EI if the only reason for non-receipt is the claimant:
 - i) is serving the one week EI waiting period;
 - ii) has insufficient weeks of insurance employment to qualify for EI, or;
 - iii) has exhausted his/her entitlement to EI.
- d) The benefit level paid under this plan is set at 95% of the employees' take-home pay, less \$17.50 work related expenses.

In any week, the total amount of SUB payments and the weekly rate of EI benefits will not exceed 95 percent of the employee's weekly earnings.
- e) This SUB benefit will be paid for a maximum of 52 weeks.
- f) 1) The plan is financed by general revenue of Unifor Local 222.
2) SUB payments will be kept separate from payroll records.
- g) The duration of the plan is for the life of the agreement.
- h) The Unifor Local 222 will inform Service Canada in writing of any changes to the plan within thirty (30) days of the effective date of the change.

- i) Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- j) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this plan.



Jeff Gray, President



Corey Dalton, Unifor Canada



Rob Romano, Financial Secretary



Derek Spence
President Local 1136

LETTER OF UNDERSTANDING #1

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

PEL Fund

This letter confirms that during the 1991 negotiations, we the employer, (Unifor Local 222) agreed to contribute five cents (5¢) per hour worked, towards a Paid Education Leave, and that such payment would be made quarterly to Unifor.

In Solidarity,



Jeff Gray
President
Unifor Local 222



Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #2

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

Pursuant to Articles 11.1 and 11.2 of the Collective Agreement between Unifor Local 222, and Unifor Local 1136, we are attaching the following lists:

Bargaining Unit Seniority: For the purposes of layoffs, recalls, transfer and job opportunities seniority shall be established as follows:

<u>Classifications</u>	<u>Seniority Date</u>
<u>Bookkeeper</u> Dawn Gomme	October 1, 2020
<u>Administrative Staff</u> Eileen Corbet	October 24, 1994
Jackie Sobil	October 31, 2022
<u>Custodians</u> Derek Spence	July 1, 2002
Al Boos	August 11, 2009

11.2 **Employee Credited Service**

For the purposes of pension credits and vacation accruals, employee credited service shall be as established as follows:

<u>Employee</u>	<u>Approx. Years</u>
<u>Bookkeeper</u> Dawn Gomme	October 1, 2020 (3.33 years)
<u>Administrative Staff</u> Eileen Corbet	October 24, 1994 (29.27 years)
Jackie Sobil	October 31, 2022 (1.25 years)
<u>Custodians</u> Derek Spence	July 1, 2002 (21.58 years)
Al Boos	August 11, 2009 (14.47 years)

In Solidarity,


Jeff Gray
President
Unifor Local 222


Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #3

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

December 6th Minute of Silence

The Union requested a minute of silence be observed in memory of women who died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 a.m. Flags will be flown at half-staff.

In Solidarity,



Jeff Gray
President
Unifor Local 222



Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #4

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

Domestic Violence

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

The intent of this statement is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

In Solidarity,



Jeff Gray
President
Unifor Local 222



Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #5

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

Banking Overtime Hours

The parties have agreed to implement a system of payment in lieu of overtime for clerical and custodian employees as follows:

Employees may elect to bank premium hours only, in lieu of receiving additional payment at the applicable rate for overtime hours worked. Such hours can be banked up to 35 hours for clerical employees and 40 hours for custodial employees at which time the employee may schedule a week off with pay.

Employees electing the foregoing must do so in writing and shall remain in the program until such time as the 35 hour or 40 hour threshold is reached.

Employees will be entitled to bank up to three (3) weeks per year.

The foregoing will become effective after the ratification of the collective agreement.

In Solidarity,

Jeff Gray
President
Unifor Local 222


Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #6

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

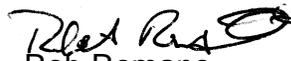
Deduction of Dues – Retirees

The parties discussed the deduction of monthly dues from the pension earnings of retirees. As a result of these discussions the Company informed the Union that when the benefit representatives are meeting with employees for the completion of retirement forms such employees will be presented with a form supplied by Unifor authorizing the Company to make monthly deductions from the pension earnings of retirees.

In Solidarity,



Jeff Gray
President
Unifor Local 222



Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #7

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

Minute of Silence for Those Who Have Died In Workplace Accidents

The Union requested a minute of silence to be observed annually in memory of those persons who have died in industrial accidents or industrial illness.

Each year on April 28, at 11:00 a.m. one minute of silence will be observed.

In Solidarity,



Jeff Gray
President
Unifor Local 222



Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #8

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

The parties agree during the 2009 bargaining of the Collective Agreement that if Unifor Local 222 was amalgamated with any other local that the amalgamation would not result in a loss of jobs to the Unifor Local 1136 members. The seniority of employees transferring into Unifor Local 1136 would be the date of entry.

In Solidarity,



Jeff Gray
President
Unifor Local 222



Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #9

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

During 2009 bargaining, a great deal of discussion surrounded the issue of employees being temporarily assigned into another non-interchangeable classification in the bargaining unit.

Although the parties agreed that this practice is acceptable, it is also understood that any agreement reached is without prejudice or precedent of either party and must be mutually agreed upon.

Be it further understood that in these situations that there is no accumulation of seniority rights in that particular non-interchangeable group for the duration of the temporary assignment.

In Solidarity,



Jeff Gray
President
Unifor Local 222



Rob Romano
Financial Secretary
Unifor Local 222

LETTER OF UNDERSTANDING #10

February 1, 2024

Derek Spence, President
Unifor Local 1136
1425 Phillip Murray Avenue
Oshawa, ON L1J 8L4

Bonus Payments

For the next three consecutive years (2024, 2025, 2026), full-time active employees (in the calendar year) will receive a bonus of \$2,000.00 per year prior to Christmas of that year.

In Solidarity,



Jeff Gray
President
Unifor Local 222



Rob Romano
Financial Secretary
Unifor Local 222