

Collective Agreement

Between

**Canadian Union of Public Employees
and its Local 4000
(the "Employer")**



and

**Unifor and its Local 567
(the "Union")**



Effective October 1, 2024, to September 30, 2027

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Article 1: Introduction

1.01 Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Employee(s) covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of the Agreement.

1.02 Merger and Employment Standards

As a minimum, the Employer agrees to recognize the merger provisions of the Ontario *Labour Relations Act* and the *Employment Standards Act* as of the date of signing.

Article 2: Definitions

2.01 Employee(s)

"Employee(s)" shall mean those persons employed directly by C.U.P.E. Local 4000 (the Employer).

2.02 Full-Time Employee

A full-time Employee is an Employee who is regularly scheduled to work the normal full-time hours referred to in Article 14.

2.03 Part-Time Employee

A part-time Employee is one who works more than thirty-seven (37.5) hours, but less than seventy-five (75) hours per pay period.

2.04 Casual/Temporary Employee

a) Casual Employee

A casual Employee is one who is employed as a relief or on a replacement basis and is available for call-ins as circumstances demand.

b) Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an Employee who will be on approved leave of absence, absence due to W.S.I.B. disability, sick leave, or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, Employee and the Employer. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such Employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority. The Employer will outline to Employees selected to fill such temporary vacancies and the Union, the circumstances giving

rise to the vacancy, and the special conditions relating to such employment.

Article 3: Relationship

3.01 No Discrimination or Harassment

The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practices with respect to any member of the bargaining unit in any matter concerning working conditions, or the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, marital status, sexual orientation, gender identity, gender expression, place of residence, language ability and physical ability or by reason of their activity in the Union.

For the purposes of this Article, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be either psychological, verbal or physical or it can be a combination of these. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment, it may take the form of excluding an Employee of rights and/or privileges related to their employment and to which they are otherwise entitled.

Sexual harassment may be based on gender or sexual orientation and is:

- a) unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
- b) an implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
- c) an implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.

Sexual harassment may include, but may not be limited to, behaviour such as:

- a) unwarranted touching
- b) suggestive remarks or other verbal abuse in a sexual context
- c) leering
- d) compromising invitations
- e) request for sexual favours
- f) sexual assault.

Any complaint of harassment may be grieved using the procedures set out in Article 7 of the Collective Agreement.

When a grievance under this Article has been filed, the grievor may request that contact with the respondent be discontinued. Upon such request, the Employer may ensure such separation. The grievor shall suffer no penalty or interference in their working conditions. In cases where the respondent is a member of the bargaining unit, separation from the grievor pursuant to this clause shall not be considered disciplinary action.

Within five (5) working days of receipt of the grievance, a meeting be convened by the Employer with the grievor and the Union. Upon the basis of the information provided in the meetings, the Employer and the Union shall jointly determine what action shall be taken, which may include, but shall not be limited to, an apology, counselling, continued separation or other remedy to make the grievor whole. A decision shall be reached within ten (10) working days of the meeting.

Article 4: Strikes and Lockouts

The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

Article 5: Union Security

5.01 T4 Slips

The Employer will provide each Employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Employer's payroll system.

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

5.02 Notification to Union

The Employer will provide the Union with a list, bi-weekly of all hiring, permanent and/or temporary appointments, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Employer's payroll system.

5.03 Employee Interview

- a) A new Employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 30 minutes during the Employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the Employee with such representative of the Union and the Collective Agreement.
- b) Such meetings may be arranged collectively or individually for Employees by the Employer as part of the orientation program.

5.04 Union Label

To make the general public more aware of the benefits of the unionized workplace, staff have the right to display the Unifor union label in the office. The Union label shall include the designation Local 567 and shall also be included in printed materials and correspondence prepared by members of the bargaining unit, upon approval from the Employer and such approval shall not be unreasonably denied.

Article 6: Union Representation and Committees

6.01 Union Stewards

This clause shall be applicable only to matters arising between the Employer and the Union. The Employer agrees to recognize Union Stewards to be elected or appointed from amongst Employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business, as provided under this Collective Agreement.

A Chief Steward, or designate, may in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Employer notified in writing of the names of the Union Stewards appointed or selected under this Article, as well as the effective dates of their respective appointments.

As far as possible, differences and grievances shall be attended to outside of working hours, but if it shall appear to be absolutely necessary to attend to a difference or grievance during working hours, a Steward or members of the Grievance Committee may, with the permission of management and not otherwise, leave their work for the purpose of attending to a difference or grievance and when returning to work, the Steward or Grievance Committee members shall report to management, and if required to do so, give a reasonable explanation of the duration of their absence.

6.02 Labour-Management Committee Meetings

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply:

- a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matter proposed to be discussed, which shall not include matters that are properly the subject of grievance, or negotiations for the amendment or renewal of this Agreement.
- b) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour/Management Committee.

6.03 Local Bargaining Committee

The Employer agrees to recognize a Negotiating Committee, comprised of Employee representatives of the Union, for the purpose of negotiating a renewal agreement.

The Negotiating Committee shall be appointed to consist of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. The

Union will advise the Employer of its nominees to the Committee.

Such secretaries, alternates and such advisory personnel as required may attend the meetings.

The Employer agrees to pay members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not included arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of Unifor when negotiating with the Employer. Payment of wages for the Union Bargaining Committee is restricted to the Employee(s) of C.U.P.E. Local 4000.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavor to provide a one (1) day leave of absence without pay, to provide a sufficient rest break if the Employee so requests.

Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union entitlement under, Article 12.02.

6.04 Pay for Grievance Committee or Stewards

This clause shall be applicable only to committee meetings concerning matters arising between the Employer and the Union.

A member of the Grievance Committee who is an Employee of C.U.P.E. Local 4000 shall have the privilege of attending joint meetings of the said committee or attending to formal grievances held within working hours, without loss of remuneration.

Note:

Labour Management Committee
Safety Committee
Bargaining Committee
Job Description Committee

Article 7: Grievance and Arbitration Procedure

7.01 Definitions

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any questions as to whether a matter is arbitrable.

7.02

At the time formal discipline is imposed, or at any stage of the grievance procedure, an Employee shall have the right, upon request, to the presence of their steward. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.

7.03

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The griever may

have the assistance of a union steward if they so desire. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence.

Step 1

The Employee may submit a written grievance signed by the Employee to the Executive Chief Steward of the Employer. The grievance shall identify the nature of the grievance, the remedy sought, the name of the immediate supervisor or designate referred to above and should identify the provisions of the Agreement which are alleged to be violated. The Union and Employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. It is understood and agreed that the grievor may be present at such meeting. The Executive Chief Steward or designate will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was submitted to The Employer. Failing settlement or response, then:

Step 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the T5 of the Employer. A meeting will then be held between the Executive Committee of the Employer and the Grievance Committee of the Union within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Union and the grievor may be present at the meeting. It is further understood that the T5 may have such counsel and assistance, as it may desire at such meeting. The decision of The Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

7.04

A complaint or grievance arising directly between The Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an Employee which such Employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

7.05

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, they may present a Group Grievance in writing identifying each Employee who is grieving to the Department Head or their designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

7.06

The release or discharge of an Employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an Employee, who has completed their probationary period, that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Employee with the Employer at Step No. 2 within seven (7) Calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
Confirming the Employer's action in dismissing the Employee; or
Reinstating the Employee with or without full compensation for the time lost; or
By any other arrangement which may be deemed just and equitable.

Wherever the Employer deems it necessary to suspend or discharge an Employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an Employee who has completed their probationary period: without just cause.

7.07

An on-call casual Employee shall not have grievance and arbitration rights in the event of termination due to lack of work.

7.08 Referral to Arbitration

- a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No.2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.
- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, update mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.09

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the Employees.

7.10 Arbitration

- a) When either party requests that any matter be submitted to arbitration, as provided in the foregoing article, it shall make such request in writing addressed to the other party to this agreement; and at the same time, name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a

nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select, by agreement, a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

- b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- c) No matter may be submitted to Arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- d) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- e) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority; and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the Employee or Employees concerned.
- f) Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- g) The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of Section 44(6) of the *Labour Relations Act*.
- h) Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree, in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

Article 8: Access To Files

8.01 Access to Personnel File

Each Employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the President, or designate. An Employee has the right to request copies of any evaluations or formal disciplinary notations in this file.

8.01 Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an Employee twelve (12) months following the receipt of such letter, suspension or other sanction provided that such Employee's record has been discipline free for one year.

Personal Leave of Absence under Article 12.01 in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period noted above.

Article 9: Seniority

9.01 Probationary Period

- a) A new Employee will be considered on probation until they have completed sixty (60) days of work (or 450 hours of work for Employees whose hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period they shall be credited with seniority equal to sixty (60) working days.
- b) With the written consent of the Employer, the probationary Employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an Employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority and Service

- a) Full time Employees shall earn seniority and service on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein. One (1) year of continuous service for such Employees will be equivalent to 1950 hours, less any period of unpaid leave in which service and seniority is suspended as per the collective agreement.
- b) Part-Time and Casual Employees will earn seniority and service on the basis of one (1) year's seniority and service for each 1725 hours worked, including paid leaves, in the bargaining unit as of the date of hire, except as otherwise provided herein.
- c) Seniority will operate on a bargaining unit-wide basis.

9.03 Loss of Seniority and Service

An Employee shall lose all seniority and service and shall be deemed to have terminated if they:

- a) Resign;
- b) Is discharged and not reinstated through the grievance/arbitration procedure;
- c) Is retired;
- d) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- e) Has been laid off for forty-eight (48) months;
- f) If the Employee has been laid off and fails to return to work within seven (7) calendar days after the Employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

9.04 Effect of Absence

((a), (b), and (c) of the following clause are applicable to full-time Employees only)

Unless otherwise provided in this Collective Agreement:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and services will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro-rated basis and the Employee's anniversary date adjusted accordingly. In addition, the Employee will become responsible for full payment of any subsidized Employee benefits in which they are participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to thirty (30) months while an Employee is in receipt of W.S.I.B. benefits including the period of the disability program covered by Employment Insurance. Such payment shall also continue while an Employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding these provisions, service shall accrue for a period of fifteen (15) weeks if an Employee's absence is due to a disability resulting in W.S.I.B. benefits.

- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence.

Notwithstanding this provision, seniority shall accrue for the duration of the absence, if an Employee's absence is due to a disability resulting in W.S.I.B. benefits or while an Employee is on paid or unpaid sick leave (including the Employment Insurance Period).

- d) Part-time Employees shall accrue seniority for the duration of the absence and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the Employee's normal regular hours of work would have been.

9.05 Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by The Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein. Where the end of the seven (7) days falls on a weekend, or a holiday (as defined in Article L.12.1), the posting will close on the first business day following.

The postings shall stipulate the job title, status, number of vacancies, shift rotation where applicable, classification, rate of pay, normal requirements of the position, work location where applicable as determined by The Employer, and normal hours of work.

A copy of the job description for the position shall be made available for review by an interested

applicant by the Employer upon request. A copy of all job postings shall be emailed to the local Union office the day prior to the initial posting of the position. It is understood that the hours of work on the job posting is for information purposes only.

The Employer agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 9.07 of its intention to eliminate the position.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

Successful Employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the Employee to change their permanent status.

The name of the successful applicant will be posted on the bulletin boards for a period of seven (7) calendar days.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the Employee can satisfactorily perform the job.

Within this period the Employee may voluntarily return, or be returned by The Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.

9.06 Transfer of Seniority and Service within the Bargaining Unit

For application of seniority and service:

- a) An Employee whose status is changed from full time to part time or casual shall receive full credit for their seniority and service;
- b) An Employee whose status is changed from part time or casual to full time shall receive credit for their seniority and service on the basis of one (1) year for each 1725 hours worked.

9.07 Notice and Redeployment Committee

In the event of a proposed layoff at the Employer of a permanent or long-termed nature or the elimination of a position within the bargaining unit, the Employer shall:

- a) Provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- b) Provide to the affected Employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) above shall be considered notice to the Union of any subsequent layoff.

9.08 Layoff and Recall

An Employee in receipt of notice of layoff pursuant to 9.07(a)(ii) may:

- a) Accept the layoff; or
- b) Opt to receive a separation allowance as outlined in Article 9.11; or
- c) Opt to retire, if eligible under the terms of CUPE National Pension Plan; or
- d) Displace another Employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the Employee originally subject to layoff has the ability to meet the normal requirements of the job. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.07.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off Employees is within 1% of the laid off Employee's straight time hourly wage rate.

- a) An Employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure.

The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

- b) In determining the ability of an Employee to perform the work for the purposes of the paragraphs above. The Employer shall not act in an arbitrary or unfair manner.
- c) An Employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- d) In the event that there are no Employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off Employee shall have the right to displace another Employee with lesser seniority who is the least senior Employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the Employee is within fifteen percent (15%) of the laid off Employee's straight-time hourly rate.
- e) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- f) The Employer shall notify the Employee of recall opportunity by registered mail,

addressed to the last address on record with The Employer (which notification shall be deemed to be received on the second day following the day of mailing). The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which Employee shall report for work. The Employee is solely responsible for their proper address being on record with The Employer.

- g) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- h) No full-time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time Employees.

In the event of a layoff of an Employee, The Employer shall pay its share of insured benefits premiums for the duration of the five-month period provided for in Article 9.07.

9.09 Benefits on Lay-off

(The following clause is applicable only to those Employees who are entitled to and participating in, the insured benefit plans referred to in Article 18).

In the event of a lay-off of an Employee, the Employer shall pay its share of insured benefit premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid off Employee is employed elsewhere, whichever occurs first.

The Employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay their share of premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs or until the laid off Employee is employed elsewhere, whichever occurs first. Such payment can be made through the payroll office of the Employer, provided that the Employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate payment schedule.

9.10 Technological Changes

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.

Where new or greater skills are required than are already possessed by affected Employees under the present methods of operation, such Employees shall be given a period of training, with due consideration being given to the Employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such Employee. Training shall be given during the hours

of work whenever possible, and may extend for up to six (6) months.

Employees with one or more years of continuous service, who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth, and the requirement of the applicable law.

9.11 Separation Allowance

Where an Employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 9.07 that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

Where an Employee resigns later than thirty (30) days after receiving notice pursuant to Article 9.07 that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved education program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

Article 10: Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit, if, as a result of such contracting out, a lay-off of any Employees other than casual part time Employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the Employees of the bargaining unit, who would otherwise be laid-off, with similar terms and conditions of employment is not a breach of this provision. For the purposes of this clause, work performed by the members of C.U.P.E. Local 4000 (the Employer), shall not be considered as Contracting Out.

Article 11: Work of the Bargaining Unit

Employees not covered by terms of the Agreement will not perform duties normally assigned to those Employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular Employees are not readily available. For the purposes of this clause, work performed by the member of C.U.P.E. Local 4000 (the Employer) shall not result in the reduction of hours of work, or a lay-off, for bargaining unit members.

Article 12: Leaves Of Absence

12.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within fourteen (14) days, except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall

not be unreasonably withheld. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language.

12.02 Leave for Union Business

The Employer shall grant leave of absence without pay to Employees to attend union conventions, seminars, education classes and other union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an Employee or Employees, the Union must give at least seven (7) days clear notice in writing to the Employer unless not reasonably possible to give such notice. The number of Employees who may be absent at any one time and the number of days of absence per Employee, shall be negotiated locally and is set out in the Local Provisions Appendix (Article L.4). During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary, and applicable benefits, within ninety (90) days of billing.

12.03 Bereavement/Compassionate Leave

- a) Compassionate leave shall be granted to all Employees after three (3) months service for a minimum period of one (1) working day with full pay, even if a death occurs in the immediate family outside of Canada, and may be granted up to a maximum of five (5) working days with full pay when a death occurs in the immediate family. Immediate family to include: husband, wife, son, daughter, father, mother, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, legal guardian.
- b) Additional days may be granted by the Employer when the funeral takes place in a distant area and travel time is required or where the Employee concerned is required to handle legal matters arising from the death.
- c) If an Employee is unable to attend the funeral for any reasons, they shall be entitled to one (1) day's leave without loss of regular straight time earnings for bereavement on the day of the funeral.
- d) Pay for bereavement leave shall be based on time lost from regularly scheduled shift(s) which the Employee would otherwise have worked, up to the maximum days provided for above. Payment for such days or days off will be confined to the period from the date of death up to and including the date of the funeral.
- e) For the purposes of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.
- f) The Employee shall have the right to reserve one of the bereavement/compassionate leave days to attend the memorial service of the deceased if the service is scheduled for a later date.
- g) An Employee shall be granted one (1) day Bereavement Leave without loss of regular pay

from regular scheduled hours to attend the funeral of their aunt or uncle or niece or nephew.

12.04 Jury and Witness Duty

If an Employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest, the Employee shall not lose regular pay because of such attendance provided that the Employee:

- a) Notifies the Employer immediately on the Employee's notification that he will be required to attend at court;
- b) Presents proof of service requiring the Employee's attendance;
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, traveling and meal allowances, and an official receipt thereof.

Where the Employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the Employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at their straight time hourly rate, subject to (a), (b) and (c) above.

12.05 Pregnancy Leave

- a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish The Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The Employee shall reconfirm their intention to return to work on the date originally approved to the Employer in subsection (b) above by written notification received by The Employer at least two (2) weeks in advance thereof.
- d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of The Employer's Supplementary Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety three percent (93%) of their normal weekly earnings and the sum of her

weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the Employee's employment insurance cheque stubs shall constitute proof that they are in receipt of Unemployment Insurance pregnancy benefits.

The Employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, The Employer will pay the Employee ninety-three percent (93%) of their normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The Employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an Employee is on pregnancy leave. For part-time Employees credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an Employee is on pregnancy leave on the basis of what the Employee's normal regular hours of work would have been.
- f) The Employer will continue to pay its share of the contributions of the subsidized Employee benefits, including pension, in which the Employee is participating for a period of up to seventeen (17) weeks while the Employee is on pregnancy leave. In cases where the Employee receives a percentage in lieu of benefits, The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplementary Employment Benefit Plan with the Canada Employment Insurance Commission.
- g) Subject to any changes to the Employee's status which would have occurred had they not been on pregnancy leave, the Employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.06 Parental Leave

- a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An Employee who qualifies for parental leave, other than an adoptive parent, shall be given written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

- c) For the purpose of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- d) An Employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

An Employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

The Employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by The Employer at least two (2) weeks in advance thereof.

- e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the Employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the Employee's employment insurance cheque stub will serve as proof that the Employee is in receipt of unemployment parental benefits.

Where an Employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the (Employer) will be equal to what would have been payable had the Employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

The Employee's normal weekly earnings shall be determined by multiplying the Employee's regular hourly rate on their last day worked prior to the commencement of the leave times the Employee's normal weekly hours, plus any wage increase or salary increment that the Employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Employer shall pay the Employee ninety-three percent (93%) of their normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The Employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not

reduced or increased by payments received under the plan.

- f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the Employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the Employee is on parental leave. For part-time Employees credits for service and seniority shall be calculated on the basis of what the Employee's normal regular hours of work would have been.
- g) The Employer will continue to pay its share of the premiums of the subsidized Employee benefits, including pension, in which the Employee is participating for period of up to thirty-five (35) weeks after the parental leave began, if the Employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the Employee is on parental leave. In cases where the Employee receives a percentage in lieu of benefits, The Employer will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the Employee is on parental leave. The Employer will register these benefits with the Unemployment Benefit Plan.
- h) Subject to any changes to the Employee's status which would have occurred had the Employee not been on parental leave, the Employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.07 Education Leave

If required by the Employer, an Employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications.

Where Employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an Employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Employer.

The Employer agrees to pay into a special fund three cents (\$0.03) per Employee per hour worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading Employees' skills in all aspects of Trade Union functions. Such monies are to be paid on an annual basis into a trust fund established by the National Union, Unifor, and sent by the Employer to the following address: Unifor Paid Education Leave Program, 115 Gordon Baker Road, Toronto, Ontario, M2H 0A8.

Employees selected by the Union to attend such course shall be granted a leave of absence for class time, plus travel time where necessary. The Union agrees to reimburse the Employer for wages paid to Employees within ninety (90) days.

Employees on said leave of absence will continue to accrue seniority and benefits.

The Employer agrees to contribute to the Paid Education Leave Program no later than August 15 of each year.

12.08 Medical Care and Emergency Leave

- a) An Employee is entitled to a leave of absence without pay because of any of the following:
 - i. a personal illness, injury or medical emergency;
 - ii. the death, illness, injury or medical emergency of an individual described in this Article;
 - iii. An urgent matter that concerns an individual described in this Article.

- b) For the purpose of this Article, the individuals referred to in this Article are:
 - i. the Employee's spouse
 - ii. a parent, step-parent or foster parent of the Employee or the Employee's spouse
 - iii. a child, step-child or foster child of the Employee or the Employee's spouse
 - iv. a grandparent, step-grandparent, grandchild or step-grandchild of the Employee or of the Employee's spouse
 - v. the spouse of a child of the Employee
 - vi. the Employee's brother or sister
 - vii. a relative of the Employee who is dependent on the Employee for care or assistance.

- c) An Employee who wishes to take leave under this section shall advise the Employer that they will be doing so. If the Employee must begin the leave before advising The Employer, the Employee shall advise the Employer of the leave as soon as possible after beginning it.

- d) An Employee is entitled to take a total of ten (10) days leave under this section each year. If an Employee takes any part of a day as leave under this section, The Employer may deem the Employee to have taken one day's leave on that day for the purposes of this Article. The Employer may require an Employee who takes leave under this section to provide evidence reasonable in the circumstances that the Employee is entitled to the leave.

- e) Upon the conclusion of an Employee's leave under this Article, the Employer shall reinstate the Employee to the position the Employee most recently held with The Employer, if it still exists, or to a comparable position, if it does not.

12.09 Compassionate Care Leave

(The following clause is applicable to full-time and part-time Employees).

(The Employee and the Employer will continue to pay their respective shares of the benefits and pension premiums).

- (a) Compassionate care leave will be granted to an Employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with Section 49 .1 of the *Employment Standards Act*.

- (b) An Employee who is on compassionate care leave shall continue to accumulate seniority and service.

- (c) Subject to any changes to the Employee's status which would have occurred had they not be on compassionate care leave, the Employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.10 Domestic Violence Leave

The recognizes that Employees may face situations of violence or abuse in their personal or family life that may affect their attendance or performance at work and may require absence from work for a limited period of time. Employees experiencing domestic violence will be able to access up to five (5) days of paid leave and five (5) days unpaid leave to attend medical appointments, legal proceedings and any other necessary activities. Additional leave may be approved in exceptional circumstances.

The Employer may ask for proof of domestic violence beyond self-reporting by the Employee, and all information related to domestic violence leave will be kept strictly confidential between the Employee and the Employer. No information will be kept in the Employee's file unless authorized by the Employee.

The Employer agrees that no adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

12.11 Women's Advocate

The parties recognize that Employees who identify as women sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. Workers who identify as women may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues. For these reasons the parties agree to recognize the role of Women's Advocate in the workplace.

The Women's Advocate will be determined by the Union from amongst the members who identify as women of Unifor Local 567. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Employer agrees to allow Employees who identify as women unpaid time as needed to meet with the Women's Advocate. Should an Employee wish to become a Women's Advocate, the Employer agrees the Employee can use Union leave to complete the required 40 hours of training, as per article 12.07. Any requests for meeting time or Union leave will not be unreasonably denied.

12.12 Self Isolation Leave

(a) If an Employee is required to self-isolate on the direction of the Employer, Public Health, and/or a treating physician, the Employee shall be paid for all scheduled hours during such period. The period of self-isolation will not be counted against any applicable sick leave provisions.

Note: A medical certificate will be required but paid for as per Article 13.01(a) if directed by a treating physician.

Article 13: Sick Leave

13.01 Eligibility

(The following clause is applicable to full time and part-time Employees only.)

- a) After three (3) months continuous service, Employees shall be eligible for sick leave credits with pay, on the basis of one and a half (1.5) days per month accumulated retroactive to the date of employment. The Employer shall pay the cost of any medical certificate required of an Employee.
- b) Cumulative sick Leave Payout on Retirement, Termination or Death.

This provision shall apply for those Employees who have cumulative sick leave to their credit, but is not applicable when a bargaining unit Employee covered by this Collective Agreement as of the date of ratification or award of this Agreement is terminated for just cause.

 - i. Upon the completion of five (5) but less than ten (10) years' service an Employee upon the termination of employment shall be paid 50% of the unused portion of their sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed sixty (60) working days.
 - ii. Upon the completion of ten (10) but less than fifteen (15) years' service, an Employee upon termination of their employment shall be paid 50% of the unused portion of their sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed 120 working days.
 - iii. Upon the completion of fifteen (15) years' service, an Employee upon termination of their employment shall be paid 50% of the unused portion of their sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed 180 working days.
 - iv. Upon the death of an Employee, the estate shall be entitled to payment as outlined in (a), (b), and (c).
 - v. Permanent Employees on retiring, in accordance with existing regulations, shall be entitled to retirement leave to the extent of sick leave at their credit, up to a maximum of 180 working days. Retirement leave may be taken in the form of an equivalent cash out taken upon retirement or it may be taken in the form of paid leave to be taken immediately prior to the date of retirement.

13.02 Worker's Compensation

a) W.S.I.B. Claims

Any Employee unable to work due to any injury incurred while on duty, shall be paid 100% of their regular wages by the Employer from their sick leave until such time as a ruling on their claim has been made by the Workers Compensation Board. If the claim is accepted by the W.S.I.B., the payments for lost wages will be paid directly to the Employer by the W.S.I.B. and the Employer shall reinstate the equivalent sick leave to the Employee's record. Subsequent cheques from the W.S.I.B. will be sent directly to the Employee.

b) W.S.I.B. Top-Up

Where an Employee is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workers Compensation Board as compensable within the meaning of the Workers Compensation Act, the Employer, on application from the Employee, will utilize the Employee's accumulated sick leave credits to supplement the award made by the W.S.I.B. for loss of wages to the Employee by such amount that the award of the W.S.I.B. For loss of wages, together with the supplementation

of the Employer, will equal 100% of the Employee's net earnings, to the limit of the Employee's accumulated sick leave credits. Where a WS.I.B. top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.

13.03 Medical Care Leave

(The following clause is applicable to full time and part-time only.)

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld, provided adequate notice is given in advance. On request, Employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

13.04 Injury Pay

If an Employee is injured on the job, and their supervisor excuses them from further duty for the balance of their shift, the Employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

Article 14: Hours of Work

14.01 Daily and Weekly Hours of Work

The regular work week for all full-time Employees will be a five (5) day, 37 1/2 hour week.

The regular work day for all full time Employees will be a 7 1/2 hour day, exclusive of a 1/2 hour lunch period. The meal period shall be an uninterrupted period, except in cases of emergency.

14.02 Rest Periods

(a) The Employer will schedule one-fifteen (15) minute rest period for each full half-scheduled shift.

(b) Part-time Employees will be entitled to a paid rest period of 15 minutes during each three and three-quarter (3 3/4) hours of work.

14.03 Additional Rest Periods

When an Employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

Article 15: Premium Payment

15.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule Appendix A of the Collective Agreement.

15.02 Definition of Overtime

Payment for overtime must be authorized in advance by Management. Overtime is defined as authorized hours worked as follows:

- a) In excess of 7 1/2 hours per day;
- b) In excess of regularly scheduled daily hours per day. It is understood that regularly scheduled daily hours can be changed in accordance with Article L.7;
- c) The changing of Daylight Saving Time to Eastern Standard Time, or vice versa, shall not be the cause of paying more or less than the normal scheduled daily rates during the week in which such changes take place.

15.03 Overtime Premium and No Pyramiding

- a) Employees shall be paid at time and one-half (1 1/2) their regular rate of pay for the first four (4) hours overtime worked in a shift, and double time thereafter in that shift. Employees shall also be paid at double time their regular rate of pay for all overtime hours worked in excess of twelve (12) hours in a two (2) week pay period. For the purpose of qualifying for the double time rate, actual hours worked shall be considered in the case of a call back of less than four (4) hours duration.
- b) Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- c) Where an Employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the Employee will be compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.

15.04 Time Off in Lieu of Overtime

- a) Employees who work overtime, will not be required to take time off in regular hours to make up for overtime worked.
- b) Time off in lieu may be taken on a mutually agreed upon basis between the Employee and the Employer. Such time off will be the equivalent of the premium rate the Employee has earned for working overtime. Employee's request will not be unreasonably withheld. The Employer shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

15.05 Reporting Pay

Employees who work for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid for at least four (4) except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an Employee has received prior notice not to report for work. This shall not apply to part-time or casual Employees working less than 7 1/2 hours per day. Such Employees shall receive pro-rated reporting pay.

15.06 Call-Back

All Employees who are called back and required to work outside their regular working hours shall be paid at overtime pay with a minimum allowance of four (4) hours and shall be paid from the time they leave home to report for work until they arrive home directly from work. An Employee shall not be paid for call-back time and standby time for the same hours.

15.07 Stand by

Effective October 1, 2013, an Employee who is required to remain available for duty on Standby shall receive \$3.00 per hour for each hour on standby.

Effective September 30, 2015, an Employee who is required to remain available for duty on standby shall receive \$3.20 per hour for each hour on Standby.

Standby pay, however, shall cease where an Employee is called into work under Article 15.06 above and works during the period of standby.

15.08 Shift and Weekend Premium

Effective October 1, 2024, Employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700.

The Employee shall be paid a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday. Effective October 1, 2024, the weekend premium shall be three dollars and fourteen cents (\$3.14) per hour.

15.09 Temporary Transfer

Where an Employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

Where an Employee is assigned temporarily to perform the duties and assume the responsibilities of a lower paying position they shall continue to be paid their regular rate of pay. This shall not apply to an Employee who has posted into or accepted an assignment in a temporary vacancy.

Where the Employer temporarily assigns an Employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the Employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

Article 16: Holidays

16.01 Number of Holidays

(The following clause is applicable to full time and part-time only.)

There shall be thirteen (13) holidays and these holidays are set out in Article L 12.

Should the Employer be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide the number of paid holidays, as noted above, remains unchanged.

16.02 Definition of Holiday Pay and Qualifiers

(The following clause is applicable to full time and part-time only.)

- a) Holiday pay will be computed on the basis of the Employee's regular straight time hourly rate of pay times the Employee's normal daily hours of work.
- b) In order to qualify for holiday pay for any holiday, as set out in the Local Appendix, or to qualify for a lieu day, an Employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday, except where absence on one or both of the said qualifying days is due to a satisfactory reason.
- c) An Employee who is scheduled to work on a holiday, as set out in the Local Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which they would otherwise be entitled, unless such absence was due to a satisfactory reason.
- d) An Employee who qualifies to receive pay for any holiday or a lieu day, will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day, in respect of the same day.

16.03 Payment for Working on a Holiday

- a) When an Employee works on one of the above mentioned holidays on which they were regularly scheduled to work, they shall receive time and one-half (1 1/2) their regular straight time rate of pay, plus another day off at a mutually agreed time within forty-five (45) calendar days before or after the holiday.
- b) Such lieu days, once scheduled, shall not be rescheduled without mutual agreement.
- c) When an Employee works on a paid holiday on which they were not regularly scheduled to work, the Employee shall be entitled to time and three-quarters (1 3/4) their regular straight time rate of pay for the day worked and a day off with pay at the regular straight time rate of pay within forty-five (45) calendar days before or after the paid holiday, at a time to be mutually agreed.
- d) Such lieu days, once scheduled, shall not be rescheduled without mutual agreement.
- e) If a casual Employee is required to work on any of the holidays set out in the local appendix the Employee shall be paid at the rate of time and one-half (1 1/2) their regular straight time hourly rate of pay for all hours worked on such holiday.

16.04 Payment for Working Overtime on a Holiday

Where a full time or part-time Employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, such Employee shall receive twice (2) their regular straight time hourly rate for such authorized overtime.

16.05 Paid Holidays for Part-time Employees

A regular part-time Employee who qualifies under 16.02 will receive payment as follow:

- a) If the Employee works on the holiday - payment as per 16.03;
- b) If the Employee is regularly scheduled to work on the holiday but does not work - their regular working hours for the day;

- c) If the Employee is not regularly scheduled to work on the holiday and does not work a pro-rata of regular full time hours.

Article 17: Vacations

17.01 Entitlement, Qualifiers and Calculation of Payment

- a) The regulations for annual vacations for all Employees covered by this agreement shall be as follows:
 - 1. Only after six (6) months of full-time service shall Employees be eligible for vacations with pay, in accordance with the regulations of their classification. Vacations will be earned retroactive to the date of employment.
 - 2. The vacation year shall be the calendar year from the 1st of January to the 31st of December. Vacations will normally be taken in the vacation year in which they are earned.
 - 3. Employees, who have had vacation and leave their positions with the Employer before such vacation has been earned, will be deducted in their final pay for these vacation days, which have been received but not earned. Likewise, if an Employee is terminated before receiving all vacation days, which they have earned, an addition will be made to their final pay for the vacation days, which have been earned but not received.
 - 4. Vacation not taken in accordance with these instructions may only be carried forward to the future year on the authority of the Employer.
 - 5. Vacation pay shall be calculated on the basis of the Employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04 Effect of Absence.
 - 6. The Employee shall receive the respective vacation period beginning in the calendar year in which their 2nd, 5th, 12th, 20th and 28th anniversary of first service falls, as the case may be. However, the right to the vacation does not vest in the Employee until they have completed the required period of service.
 - 7. All Employees shall, whenever conveniently possible, be granted the vacation period, or periods, preferred by the Employee or at such time as may be mutually agreed upon by the Employer and the Employee. Preference in the choice of vacation dates shall be determined by seniority, as defined in Article 9. Vacation dates shall be finalized at least one (1) month before commencement.
 - 8. An Employee on retirement shall be entitled to payment in lieu of earned vacation when a retirement date has been agreed upon. The earned vacation may either be taken before or after the agreed retirement date.
- b) The following clause is applicable to full-time Employees only.

The vacation entitlement will be as follows: Subject to any superior conditions:

An Employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	12	4
12	20	5
20	28	6
28		7

c) Part-time Vacation Entitlement, Qualifiers and Calculation of Payment

The following clause is applicable to regular part-time and casual Employees. Subject to any superior conditions:

An Employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation based on hours worked, that can be used for equivalent time off:
Less than 3,450		4%
3,450	8,625	6%
8,625	20,700	8%
20,700	34,500	10%
34,500	48,300	12%
48,300		14%

d) Temporary Employees shall receive in lieu of vacation leave an amount equal to 4% of their regular straight time hourly rate for all straight time hours paid

17.02 Work During Vacation

Should an Employee, who has commenced their scheduled vacation, and agrees upon request by the Employer, to return to perform work during the vacation period, the Employee shall be paid at the rate of one and one-half (1.5) times their basic straight time rate for all hours so worked.

To replace the originally scheduled days on which such work was performed, the Employee will

receive one (1) vacation lieu day off for each day on which they have so worked.

17.03 Illness During Vacation

Where an Employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the Employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the Employee to their residence or to bed rest for more than three days.

The portion of the Employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the Employee's vacation credits.

17.04 Bereavement on Vacation

Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 12.03. The portion of the Employee's vacation which is deemed to be bereavement leave under this provision will not be counted against the Employee's vacation credits.

Article 18: Health And Welfare

18.01 Insured Benefits

The Employer shall provide the benefits that are provided through the CUPE National Office that are available to CUPE Representatives and full time Local Union Officers and staff.

Extended Health Care / Dental:

The Employer agrees to contribute 75% of the billed premium towards coverage of eligible Employees in the active employ of the Employer under the Green Shield Extended Health Care Benefits Plan.

a) Life Insurance:

The Employer agrees to contribute 100% of the billed premium towards coverage of eligible Employees in the active employ of the Employer, including the premiums of the disability benefit for all Employees or such other group life insurance plan currently in effect.

b) Optional Life Insurance:

The Employer agrees to provide optional life insurance of up to \$200,000.00 (two hundred thousand dollars) fully paid by the Employee through payroll deductions.

c) Pension:

(The following clause is applicable to full time Employees only.)

All present Employees enrolled in the Employers pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New Employees and Employees not yet eligible for

membership in the plan shall, as a condition of employment, enroll in the plan when eligible, in accordance with its terms and conditions.

Effective January 1, 2012, the Employee Pension Plan shall be jointly funded in the following manner: 9.7% of basic salary paid by the Employee and 12.2% paid by the Employer.

The Employer shall cover the cost of wages and benefits to allow for the Employee to attend a pension seminar.

18.02 Change of Carrier

It is understood that the Employer (or the Canadian Union of Public Employees, as the Masterplan Holder) may at any time substitute another carrier for any plan, provided the benefits conferred thereby are not in total decreased. The Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon a request by the Union, the Employer shall provide to them full specifications of the benefit programs contracted for.

18.03 Benefits for Part-Time Employees

Part-time Employees shall receive in lieu of all insured benefits (except Pension and Group Life Insurance) an amount equal to 6% of their regular straight time hourly rate for all straight time hours paid.

18.04 Benefits for Casual and Temporary Employees

Casual and Temporary Employees shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or in part by the Employer, as part of direct compensation or otherwise, save and except: salary, vacation pay, reporting pay, responsibility allowance, jury and witness duty, bereavement leave, long service pay and shift premium) an amount equal to fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid.

Article 19: Health And Safety

Health & Safety Committee:

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer's offices in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health & Safety Committee, at least one representative selected or appointed by the Union from amongst bargaining unit Employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Employer agrees to co-operate reasonably in providing necessary information to

enable the Committee to fulfill its functions.

- e) Meetings shall be held every second month, or more frequently at the Call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee, in accordance with the foregoing, shall be granted, and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at their regular or premium rate, as may be applicable.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) Pregnant Employees may request to be transferred from their current duties if, in the professional opinion of the Employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant Employee, if they so request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

Article 20: Compensation

- a) Classification:
The Employer agrees that the classification for the Office Administrative Assistant shall be the equivalent of pay ban 797, as described in the Collective Agreement between The Ottawa Hospital and the Canadian Union of Public Employees Local 4000 (herein called "the Employer").
- b) Employment Equity:
The Employer agrees that Employment Equity increases, if applicable, shall be implemented when such become available to the Employees of the Ottawa Hospital who are members of the Canadian Union of Public Employees Local 4000.
- c) Rate of Compensation:
The Rate(s) of Compensation are contained in Appendix A (attached).
- d) Retroactivity:
The Employer agrees that when an increase in Wages is negotiated, such increase shall be fully retroactive to the starting date of the Collective Agreement.

Article L 1: Definitions

L 1.1

In the Collective Agreement:

"Union" means the Unifor Local 567.

"Employee" means an Employee of the Canadian Union of Public Employees Local 4000 for whom Unifor Local 567 is the recognized collective bargaining agent.

"Employer" means the Canadian Union of Public Employees Local 4000.

"President" means the President of the Canadian Union of Public Employees Local 4000.

L 1.2

The Union shall be the bargaining agency with respect to all matters properly arising under this Collective Agreement for all Employees.

Article L 2: Recognition

The Employer, or anyone authorized to act on its behalf, approves or recognizes the Unifor Local 567 as the collective bargaining agent for its Employees, save and except the exclusions listed herein, and hereby consents and agrees to negotiate with the Union or any authorized committee thereof in any and all matters affecting the relationship between the parties to this agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

Exclusions: All persons who are members of the Canadian Union of Public Employees and its Local 4000.

Article L 3: Labour Management Responsibilities

L 3.1 Management Rights

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) Maintain order, discipline and efficiency and establish and enforce reasonable rules and regulations governing the conduct of Employees.
- b) Hire, discharge, classify, direct, transfer, layoff, promote, demote, suspend or discipline Employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that an Employee has been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- c) The Employer agrees that the aforementioned shall not be exercised in a manner contrary to the terms of this Collective Agreement.

L 3.2 Procedure for Reviewing Job Descriptions

- a) The procedure assumes general acceptance of the existing job descriptions updated to reflect

any change in job function. The Employer agrees that the job descriptions shall be made available for approval. The Union, after consultation with the Employees shall choose a representative of the group of persons who perform the duties so described. A copy shall be supplied to the Chairman of the Union's Job Description Committee at least two (2) weeks prior to the Committee Meeting called to review the job description. These time limits may be extended by mutual agreement.

- b) It is the responsibility of each Employee to notify the President of CUPE Local 4000, in writing, whenever there has been a change in their job content. Whenever the job description has been updated, the Union shall be notified immediately and arrangements made to have the Employee sign their job description and questionnaire. A Committee consisting of the Employee's representative, one Union Executive member or delegate, the President or designate of CUPE Local 4000, and one additional Employer representative will meet to review the job description. These time limits may be extended by mutual agreement.

Such meetings will be arranged during normal working hours and the members of the Committee shall suffer no loss of earnings as a result of attendance at the meetings.

- c) When a new job is created within the bargaining unit, the Employer will supply a draft job description upon posting the position. This draft description will be available for review by applicants. A final job description will be provided, in accordance with the Collective Agreement, upon completion of the probationary period by the successful applicant. For approval of this job description, the parties shall utilize the method as outlined in Article L 3.2 (b).
- d) An Employee's job description will be available for examination in their work area.

Article L 4: Union Stewards and Other Representatives

L 4.1 Union Leave

- a) The Employer will grant leave of absence as per Article 12.02, provided that the number of days leave per individual Employee does not exceed fifteen (15) in a calendar year.
- b) Notwithstanding the above, individual requests for Union leave in excess of fifteen (15) days in a calendar year will be considered, and may be granted, provided that such leave does not interfere with the efficient operation of the Employer's business.
- c) For the purposes of attending bi-monthly General Membership Meetings of Unifor Local 567, the Employees may use a Leave of Absence without pay, or make up the time within the same pay period. Such made up time will not be considered as overtime.

L 4.2 Grievance Committee

The Employer shall recognize the Union Grievance Committee, whose function will be to represent the Union in the settlement of grievances.

L 4.3 Stewards/ Committees

- a) The Union shall notify the Employer in writing of the names of the members of all committees and the names of the Stewards and the Chief Steward and they shall thereupon be recognized by the Employer.
- b) This list shall be updated in the months of June and December, and provided in writing to the Employer.

Article L 5: Union Security

L 5.1 Union Membership

Employees in classifications covered by the Union shall, as a condition of employment, become and remain members of the Union in good standing, according to the Constitution and by-laws of the Union.

L 5.2 Union Dues

In view of the fact that it is a condition of employment for all Employees to be members of the Union, in accordance with Article L 5.1, the Employer shall make deductions from Employees' salaries or wages for Union dues. Dues are to be deducted on a bi-weekly basis over twenty-six (26) pay periods per year, from all Employees who are member of the Union, and the total amount of the dues shall be remitted on a monthly basis by the Employer to the Financial Secretary of the Union.

Notice of any change in the amount of Union dues will be provided in writing by the Union to the Employer at least two (2) months prior to the commencement of the pay period in which the new rate is to be implemented.

Article L 6: Conditions Of Employment

Before the Employer implements any change in the working conditions of any Employees in the Bargaining Unit, and in order that the Employees shall be fully informed in advance of any such change, the Employer shall give to the Union as much advance notice of the contemplated change as is reasonably practicable and shall fully discuss the change with the Union.

Article L 7: Work Schedules

An Employee's days off each week shall be consecutive. Any modifications to this schedule shall be made at the discretion of the Employer in order to meet the exigencies of the Employee's service to its own membership, but any permanent modifications shall be made only after discussing the matter beforehand with the Union.

Article L 8: Annual Increments

L 8.1 Annual Increments

Annual increments will become effective the first day of the pay period following the completion of one (1) full year of service, from the Employee's date of employment or from the Employee's last annual increment, subject to Article 9.04.

Article L 9: Payday, Advance Vacation Pay and Terminal Pay

L 9.1 Payday

The Employer shall pay the Employees by direct deposit at a banking institution of their choice for all regular hours worked every alternate Friday for the fourteen (14) day pay period ending at midnight on the previous Friday.

When a pay day falls during an Employee's vacation period, the Employee shall receive their pay before they begin their vacation provided the Employee requests it in writing at least two (2) weeks prior to the commencement of their vacation.

L 9.2 Termination Pay

Employees leaving the service of the Employer shall be paid on the normal payday which encompasses the pay period in which their last day of work is completed. Annual leave adjustments will be made on such pay cheques. Those Employees who are only entitled to a percentage of annual leave will receive their allowance on the next normal pay.

Article L 10: Sick Leave

- (a) Sick leave with pay is only payable because of illness and where, given the circumstances it is reasonable to do so, a medical certificate may be requested by the Employer.
- (b) When an Employee has need to use sick leave as outlined in (a) above, they shall inform the Employer at least one (1) full shift in advance of scheduled duties whenever possible. The Employee will attempt to notify management at this time of their expected date of return to work. Upon receipt of such information, management will record the Employee on sick leave, until the Employee advises the Employer of their expected date of return to work.
- (c) The Employee must advise management of their availability to work at least one (1) full shift in advance of their normally scheduled duties.
- (d) Employees may obtain information in writing concerning their sick leave entitlement from the Treasurer.
- (e) The Employer agrees to provide each Employee with a record in writing of the amount of sick leave to their credit. The record will cover the period of January 1st to December 31st and will be available not later than January 15th of each year.

Article L 11: Annual Vacations

No Employee shall be required to take paid stat holidays with annual vacation.

Article L 12: Paid Holidays

L 12.1 List of Paid Holidays

All permanent full time and part-time Employees shall have the following paid holidays off with pay at the regular straight time rate of pay, subject to the provisions of Article 16:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	National Day for Truth and Reconciliation
Christmas Day	Remembrance Day
Boxing Day	

L 12.2 Holiday Following on Day Off

If any of the holidays fall on a permanent full time Employee's day off, they shall receive another day off with pay at the regular straight time rate of pay. If the holiday falls on a permanent part-time Employee's days off, they shall receive payment pursuant to Clause 16.05. Such lieu days, once scheduled, shall not be rescheduled without mutual agreement.

L 12.3 Holiday within Annual Vacation

When a paid holiday falls within an Employee's annual vacation, an extra day off with pay at the regular straight time rate of pay shall be given in lieu of this paid holiday.

Article L 13: Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the President of the Canadian Union of Public Employees Local 4000, or their designate, and Unifor Local 567.

Article L 14: Disabled Employees

Where the Union is prepared to waive its rights to grieve under other provisions of the Agreement, the Employer may assign an Employee in this bargaining unit, who is unable to do the work of any job classification because of an infirmity caused by sickness or accident, to work that they are capable of doing. In such cases, the Employer and the Union must agree in advance to a fair rate of pay for the work to be performed.

Article L 15: Benefits

Should any of the plans outlined in Article 18 be substituted by legislative action, then the Employer agrees to share the premiums arising from such action on a basis similar to the present arrangements.

Article L 16: Modification, Term, Renewal of Agreement

- a) Unless otherwise stipulated, the terms and condition of this Agreement shall become effective October 1, 2024 and shall remain in force and effect until September 30, 2027 and shall continue in force and effect from year to year thereafter unless either party gives to the other party notice in writing preceding the termination date that it desires its termination or amendment.

- b) Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. Such notice shall contain the proposed changes or amendments desired. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining.
- c) This agreement may be amended by mutual consent of the parties.
- d) The Employer will provide a reasonable number of copies of the Agreement to all members of the Committee, Union Local and National Union.

Signatures

Signed at Ottawa, Ontario this 18th of day of October 2024.

In witness thereof, the Parties have signed this Agreement.

For the Employer:

For the Union:

Robert Gauthier
Robert Gauthier (Oct 25, 2024 16:55 EDT)
 Robert Gauthier (President)

A. Aucoin
A. Aucoin (Oct 18, 2024 15:47 EDT)
 Alex Aucoin (President)

Pascal Lavigne
Pascal Lavigne (Oct 28, 2024 14:55 EDT)
 Pascal Lavigne (Vice-President)

Breanna Shimizu
Breanna Shimizu (Oct 25, 2024 12:48 EDT)
 Breanna Shimizu (Member)

Zakiah Atwy
Zakiah Atwy (Oct 28, 2024 17:09 EDT)
 Zakiah Atwy (Treasurer)

K. Cross
K. Cross (Oct 25, 2024 14:45 EDT)
 Kaja Cross (Member)

Appendix A: Salary

The salary for Office Assistant (Unifor Local 567) shall be in the category of Administrative Assistant of pay ban 797:

Wage Increases:

Year	Step 1	Step 2	Step 3	Step 4
September 29, 2023 Current	\$28.256	\$28.808	\$29.300	\$30.190
September 29, 2023 TOH Adjustment	\$28.815	\$29.379	\$29.880	\$30.788
September 29, 2024 (+3%)	\$29.679	\$30.260	\$31.776	\$31.712
September 29, 2025 (+1%)	\$29.976	\$30.563	\$31.084	\$32.029
September 29, 2026 (+1%)	\$30.276	\$30.869	\$31.395	\$32.349

The annual increase for each step for each year shall be in accordance with the annual percentage increase negotiation by CUPE Local 4000 with The Ottawa Hospital for pay ban 797.

The Employer agrees to provide the Union with an updated copy of this wage grid, reflecting the wage increases for 2025 and 2026, within 14 days of the annual increases for pay ban 797 being confirmed.

The Employer and the Union agree all annual increases will be applied retroactively and retroactive payment will be made within 60 days of the annual increases being confirmed.

As per the November 2023 Memorandum of Agreement, retroactive payment for the difference between current rates vs adjusted rates will be made for all hours paid between September 29, 2023-September 30, 2024.

Appendix B: Memorandum of Agreement

Memorandum of Agreement

Between

**CUPE Local 4000
(the “Employer”)**

-and-

**Unifor Local 567
(the “Union”)**

The Employer and the Union agree to the following:

Each Employee shall have access to three days off with pay during the life of this collective agreement to attend to an emergency or personal matters. Employees will not be required to disclose the reason for taking leave under this agreement.

Signatures

For the Employer:

Robert Gauthier
Robert Gauthier (Oct 25, 2024 16:55 EDT)

Robert Gauthier

For the Union:

A. Aucoin
A. Aucoin (Oct 18, 2024 15:47 EDT)

Alex Aucoin