

**COLLECTIVE AGREEMENT**

Between

**CANADIAN FEDERATION OF NURSES UNIONS**

and

**UNIFOR AND ITS LOCAL 567**



**Effective from April 1, 2024, to March 31, 2028**

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## **ARTICLE 1: PURPOSE**

- 1.01 The purpose of this Agreement is to define the rights, hours of work, rates of pay, benefits and working conditions of the Employees of the Canadian Federation of Nurses Unions, save and except the Directors and persons above the rank of Directors.
- 1.02 The Employer agrees that this collective Agreement is fully applicable to all full-time, part-time, term or casual Employees.
- 1.03 In this Agreement, the pronouns "they/them/theirs" are used to denote gender neutral persons both singular and plural.

## **ARTICLE 2: MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, classify, reclassify, suspend, discipline or discharge Employees for just cause and subject to the provisions of this Agreement.
- The Employer reserves the right to establish and enforce reasonable policies and regulations affecting the Employees covered by this Agreement as well as the right to add to or alter these policies and regulations provided that they are exercised in a manner that is fair, reasonable, non-arbitrary and consistent with the terms of this Collective Agreement.

## **ARTICLE 3: UNION RECOGNITION**

- 3.01 The Employer recognizes the Unifor Local 567 as the bargaining agent of all Employees of the Canadian Federation of Nurses Unions in the City of Ottawa, save and except elected officials, the Directors and persons above the rank of Directors.
- 3.02 **Union Representation**
- (a) The Union shall have the right to have the assistance of representatives of the Union in administering this Agreement.
  - (b) Such representatives shall have access during business hours to the Employer premises in order to investigate and assist in the settlement of a grievance.
  - (c) An Employee shall have the right to talk to their shop steward during their working hours.
- 3.03 **Union Security**
- The Employer agrees that all Employees covered by the Union's Certification Order shall maintain Union membership as a condition of employment during the life of the Agreement.

3.04 **Check-off**

The Employer agrees to deduct the amount authorized as Union fees, dues and assessments each pay day and to remit the moneys as collected to the Treasurer of the Union, once a month together with a list of Employees for whom such deductions were made.

3.05 **Bulletin Board**

The Employer shall provide a bulletin board suitably placed in the CFNU lunch room for the use of the Union.

3.06 **Union Label**

The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union label shall be the official Union label of the Unifor Local #567 and shall remain the sole property of this Union.

**ARTICLE 4: LABOUR-MANAGEMENT RELATIONS**

4.01 Upon the request of either party, meetings will be held, not more frequently than once per month, between two (2) Employer representatives and two (2) representatives of the Union, in order to discuss any questions, excluding grievances, which may arise in connection with office routine, as well as any suggestions which may be forthcoming to improve the various phases of the business of the Employer, provided such questions are submitted in writing by either party prior to said meeting. The meeting must be held within seven (7) working days of the notice being given subject to the availability of all participants. Official minutes of all meetings shall be kept at the CFNU office and signed by both parties.

**ARTICLE 5: STRUCK WORK AND STRIKES/LOCKOUTS**

5.01 An Employee shall not be required to handle struck work or work destined for struck departments or shops. There shall be no discipline against an Employee who refuses to cross a picket line. However, an Employee will not receive any income for the period of time not worked.

5.02 The Union agrees that there will be no strike and the Employer agrees that there will be no lockout of Employees during the term of this Agreement. The term strike or lockout shall be defined in accordance with the Ontario Labour Relations Act.

**ARTICLE 6: NO DISCRIMINATION OR HARASSMENT**

6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, political or religious affiliation or activity, family status, marital status, gender identity, gender

expression, sexual orientation, sex, record of offences, place of residence, disability, nor by reason of their membership or activity in the Union.

- 6.02 (a) The Employer and the Union shall make every effort to ensure that no Employee is subjected to harassment.

There shall be a policy and program supporting zero tolerance of harassment and developed jointly by the Employer and Union. The policy and program shall be reviewed annually by the Joint Occupational Health and Safety Committee. In the event that the Union is not satisfied with the policy and program, it shall have the right to make a presentation to the National Executive Board of the Employer.

The Employer will provide an educational session on the anti-harassment policy and program to all managers and Employees on an annual basis.

- (b) Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome" that denies individual dignity and respect. All Employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical, visual or sexual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, color, place of birth, sexual orientation, citizenship or ancestry, and other grounds as established in 6.1,
- practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- posting or circulation of offensive photos or visual materials,
- refusal to work or converse with an Employee on the basis of the grounds established in 6.1,
- unwanted physical conduct such as touching, patting, pinching, etc.,
- unwelcome invitations or requests,
- condescension or paternalism which undermines self respect,
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

### 6.03 Employment Equity

- (a) The parties acknowledge, recognize and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers in recruitment, selection, hiring, training and promotion of equity-seeking groups.

- (b) Equity cooperation shall emphasize increasing the number of designated group members, improving their employment status and increasing inclusiveness through identification and implementation of steps to improve the employment status and promote full participation of these designated target groups during their employment. The parties agree that the best available candidate should be hired, regardless of membership or non-membership in a designated group. However, where the qualifications of two candidates for appointment are relatively equal, and one of these candidates is a member of a designated group that is under-represented in the bargaining unit, then all else being relatively equal, the candidate of the under-represented group shall be offered the position.
- (c) For the purposes of this Agreement equity-seeking groups shall be defined as women, Indigenous peoples, persons with disabilities, racialized persons and gay, lesbian, bisexual, queer and transgender individuals.
- (d) All advertisements for vacancies shall include the following statement: "The Canadian Federation of Nurses Unions is an equal opportunity Employer. Members of equity-seeking groups are encouraged to self-identify. Women, racialized workers, workers with disabilities, gay, lesbian, bisexual, queer and transgender workers and Indigenous workers are encouraged to apply for this position."
- (e) The Employer and the Union recognize that from time to time individual Employees may have special needs that require special accommodation within the workplace. The Employer and the Union hereby commit themselves to finding cooperative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation or given other permanent or temporary situations including, but not limited to, pregnancy, permanent or temporary disability or permanent or temporary medical needs. This shall be done in accordance with the Employer's legal duty to accommodate under the Ontario Human Rights Code.

## **ARTICLE 7: SENIORITY**

7.01 Seniority shall be defined as the length of continuous service with the Employer calculated on an annual basis from the date of hire and shall be used for promotions, layoffs, recall from layoffs, preference or priority for vacations and as set out in this Agreement.

In promotions, layoff and recall from layoff seniority shall be the only consideration provided the Employee has the basic qualifications to perform the normal requirements of the job.

Except where outlined in this Agreement, seniority of Employees on any leave of absence shall continue to accrue.

Employees shall lose seniority upon voluntarily quitting or resigning or for being terminated for just cause and not reinstated through the grievance or arbitration process.

## **ARTICLE 8: CATEGORIES OF EMPLOYEES**

### **8.01 Permanent Employees**

- (a) Full-Time Employees work the regular daily and weekly hours as defined in Article 9.01.
- (b) A part-time Employee is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 9. Part-time Employees shall receive the hourly rate as laid down under Appendix A. Part-time Employees will receive vacation pay prorated according to hours worked at the regular rate of pay.

### **8.02 Term Employees**

- (a) Where in the opinion of the Employer it is desirable to hire a Term Employee of longer than 4 months, but not more than 18 months, the provisions of this Article shall apply. The Union shall be notified when a Term Employee is hired. Extension beyond 18 months shall be mutually agreed between the Employer and the Union.
- (b) Such Employee shall be a member of the bargaining unit but shall have no claim to the position temporarily filled beyond the fixed period as specifically agreed to at the time of hire.
- (c) The Collective Agreement shall apply to a Term Employee with the exception of the following Articles:
  - Article 11- Vacation
  - Article 14 - Benefits and Pension
  - Article 15 - Staff Changes and Promotions
  - Article 17- Leaves of Absences - except for 17.02, Special Leave, and 17.05 Compassionate Leave
  - Article 23 - Layoff and Severance Pay
- (d) A Term Employee shall earn vacation credits at the rate of 1.25 days of vacation to be accrued for each month or partial month of employment. (Pro-rated for part-time). Upon mutual agreement with the Employer these days can be taken as vacation leave during the term of employment, and any remaining days at the conclusion of the term will be paid to the Employee as vacation pay.
- (e) A Term Employee shall be paid an additional 10% of basic salary in lieu of benefits of Article 14.

- (f) A Term Employee who obtains another term or permanent position contiguous to a previous period of temporary employment shall have their service as a Term Employee counted for the purposes of future vacation entitlement and seniority. Such service shall also be counted towards the completion of their probationary period.
- (g) Term Employees will be offered the opportunity to join the Pension Plan, and must sign a waiver to confirm if they choose not to. In the case that they waive the opportunity to participate in the pension plan, their percentage in lieu of benefits amount will be increased by the amount the Employer would have contributed to HOOP.
- (h) The Employer will notify term Employees at least four (4) weeks prior to the end of the term appointment of its intention to renew or terminate the term Employee's contract.

8.03

- (a) "Casual Employee" is one who:
  - (i) is called in occasionally to replace a full-time or part-time Employee or to supplement permanent staff coverage in situations of unforeseen staff shortage or
  - (ii) is regularly scheduled for a period of four (4) months or less
- (b) Except as modified in this Article, all provisions of this Collective Agreement shall apply to Casual Employees except that the following Articles shall have no application to Casual Employees:

(i) For casual Employees scheduled under Article 8.03(a) (i):

Article 7: Seniority

Article 10: Statutory and Named Holidays

Article 11: Vacations with Pay — however, a Casual Employee shall be paid, in addition to their Basic Rate of Pay, a sum equal to 6% of their regular earnings

Article 12: Sick Leave

Article 13: Workers' Safety and Insurance Board, however, 13.01 and 13.03 shall apply.

Article 14: Benefits and Pension

Article 15: Staff Changes and Promotions

Article 17: Leaves of Absence

Article 23: Layoff and Severance Pay

(ii) For casual Employees scheduled under Article 8.03(a) (ii):

Article 7: Seniority

Article 17: Vacations with Pay — however, a Casual Employee shall be paid in addition to their Basic Rate of Pay, a sum equal to 6% of their regular earnings

Article 13: Workers' Safety and Insurance Board, however, 13.01 and 13.03 shall apply.

Article 14: Benefits and Pension, however such Employee shall receive an additional 10% of base salary in lieu of benefits

Article 15: Staff Changes and Promotions

Article 11: Leaves of Absence, however Article 17.02 and 17.05 shall apply

Article 23: Layoff and Severance Pay

## **ARTICLE 9: HOURS OF WORK AND OVERTIME**

### **9.01 Hours of Work**

The regular work week shall consist of thirty-five (35) hours worked in five (5) days at seven (7) hours each, Monday to Friday, except for Statutory and Named holidays and shall be the existing shifts that the Employees currently work. Subject to operational requirements, the Employer shall not unreasonably deny a request to work outside normal office hours, provided that the Employee begins no earlier than 0730h and no later than 1000h. The Agreement would apply to the Employee's regular work schedule and would be consistent from week to week. Start and finishing times shall not be changed except by mutual consent. Requests to flex time within any one week period shall not be unreasonably denied.

The hours of work shall include two 15 minute rest periods with pay and from one-half hour up to one hour lunch break without pay.

### **9.02 Overtime**

- (a) All hours worked in excess of the regular work day shall be considered as overtime and shall be paid at the rate of time and one half (1 1/2) the Employee's regular rate of pay.
- (b) Overtime shall be authorized in advance by the Employer except where overtime arises as a result of unforeseeable circumstances, in which it is impossible to obtain prior authorization. In such cases, authorization for overtime shall be requested as soon as reasonably possible and authorization after the fact by the Employer shall not be unreasonably denied. The Employer shall advise all Employees in writing of the person who authorizes overtime.

- (c) Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable overtime rate. Time off not taken by December 31 in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to December 31, and shall not be unreasonably denied.
- (d) Whenever possible, an Employee required to work overtime in excess of their regular work day shall be provided with a minimum of three (3) hours notice. In the case of a sudden emergency, three (3) hours notice will be waived. It is understood that overtime is voluntary.
- (e) Paid meal period and meal allowance on overtime: If required to work three (3) or more consecutive hours of overtime immediately following the work day, or three (3) or more continuous hours on a non-working day, and/or required to attend a board meeting, an Employee shall be paid a meal period of one (1) hour at the applicable rate, as well as a meal allowance in accordance with the meal allowance policy of the CFNU. The Employee will be required to submit an expense form in order to claim said meal allowance.

### **9.03 Call-Back**

An Employee who has completed their regular day's work and is then called into work shall:

- (a) be guaranteed at least three (3) hours pay at the rate of time and one half (1 1/2);
- (b) be paid incurred taxi fares by the CFNU, if such a means of transportation is used, upon furnishing the Employer with a receipt;
- (c) be paid in accordance with the CFNU policy for the use of their own vehicle.
- (d) when an Employee completes a call-back requirement without leaving the location in which the Employee was contacted, the minimum of three (3) hours provided for in sub-clause 9.03 (a) shall be replaced by a minimum of one (1) hours pay at the rate of time and one half (1 1/2).
- (e) The Employer agrees not to call back Employees who are on vacation.

### **9.04 Remote Work**

Where operational requirements permit, an Employee may be granted permission to telework on an ad hoc basis at an alternate location separate and distinct from the Employer's premises. A request to work remotely shall not be unreasonably denied. Approval will be granted on a case by case basis, and the Employer retains the right to recall the Employee to the office if operational requirements change.

**ARTICLE 10: STATUTORY AND NAMED HOLIDAYS**

10.01 Eligible Employees shall be assured of no less than the following thirteen (13) Statutory and Named Holidays.

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

and such other days as are proclaimed legal holidays by the federal government. Eligible Employees shall be given provincial holidays proclaimed for the employment area. Additional days from December 24 to January 2, inclusive, shall be designated as Christmas and New Year's Holidays.

Eligible Employees shall have the option of substituting an alternate day for each Named Holiday (Easter Monday and Remembrance Day) at a time mutually agreed upon by the eligible Employee and the Employer within the year earned. The Employer shall not unreasonably deny unpaid additional days based on religious belief, provided reasonable advance notice is provided.

Regular part-time Employees become eligible for these holidays in accordance with Section 25 of the *Ontario Employment Standards Act*.

10.02 An Employee obliged to work on a Statutory Holiday shall be paid for all hours worked on the Statutory Holiday at 1 1/2X the Employee's Basic Rate of Pay, plus an additional day off with pay at a mutually agreed time.

10.03 In the event that a Statutory or Named Holiday falls on a Saturday or Sunday, the Holiday will be moved to the next working day for all eligible Employees.

10.04 If a Statutory or Named Holiday falls within the vacation period chosen by an Employee, they shall, in addition to their regular vacation pay, also receive an extra day vacation in lieu of such Holiday added to the Employee's vacation within the next twelve (12) months.

**ARTICLE 11: VACATION**

**11.01 Vacation**

The vacation year is from January 1 — December 31, with vacations earned in one vacation year normally to be taken within the same vacation year. Vacation may be taken in advance or delayed only with the approval of the Employer. Compensable time off in lieu of overtime may be added to annual vacation only with the approval of the Employer. The Employer shall make reasonable efforts to provide an

Employee's vacation and compensable time off in lieu in an amount and at such time according to the Employee's wishes. Approval of an Employee's request for vacation and compensable time off in lieu leave shall not unreasonably denied.

Vacation entitlement shall be granted as per seniority and the vacation entitlement list to be circulated in January of each year. All vacation requests must be submitted to the Employer by March 31<sup>st</sup> and the approved vacation schedule will be posted no later than April 30<sup>th</sup>. Employees who have not selected dates prior to April 1<sup>st</sup> will receive their vacation on a first come first serve basis.

(a) Full-Time Employees

Entitlement: Fifteen (15) working days per year for the first year of continuous employment; twenty (20) working days per year thereafter. Twenty-five (25) working days per year for the fifth (5) and subsequent years of continuous employment with the CFNU.

(b) Part-Time Employees

For part-time working less than a 35 hour regular work week, vacation pay shall be calculated as follows:

Hours paid at Regular Rate of pay (during) vacation year)/Yearly regular hours of a full-time Employee x Entitlement of a full-time Employee

Unless otherwise mutually agreed between the Employee and the Employer, part-time Employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time Employee.

11.02 If conflict occurs regarding vacation preference, seniority will govern.

11.03 Where in any vacation year an Employee was unable to use all their vacation leave, due to unforeseen serious circumstances, the unused portion of their vacation leave shall be carried over into the following year with the approval of the Employer.

11.04 Five (5) days can be reserved for single vacation days.

11.05 Vacation, once scheduled, shall not be cancelled without mutual agreement.

11.06 Disruption of Vacation due to Illness

(a) No sick leave shall be granted for any illness which is incurred once an Employee commences their vacation; in this event, the Employee will be receiving vacation pay.

(b) Notwithstanding the provision of Article 11.06(a) during the course of their vacation, should an Employee on vacation suffer an illness or injury which results in their hospitalization or which would otherwise have prevented the Employee from attending work for three working days or more, the Employee shall be considered as being on sick leave for that period of hospitalization or

that period that exceeds the three working days provided the Employee notifies the Employer upon return from vacation and provides satisfactory proof of hospitalization, illness or injury and its duration. Vacation time not taken as a result shall be rescheduled to a mutually agreeable time.

### **ARTICLE 12: SICK LEAVE**

- 12.01 For Employees working a 35 hour work week paid time off for absence from work due to accident or illness shall be earned at the rate of one and one half (1 1/2) days for each full month of employment to a maximum credit of 240 working days. Notwithstanding an Employee's accumulated earnings, a permanent Employee off work for illness reasons will begin Long Term Disability after 120 work days of illness leave. The Employer may require proof of authenticity of any claim of more than three (3) consecutive days. Notwithstanding the above, the Employer may require medical proof of illness in the event of pattern of abuse of the sick day program. The Employer will reimburse the Employee for any cost for a medical note.
- 12.02 A record of all unused sick leave will be kept by the Employer. Each Employee shall be given written notice of the amount of unused accrued sick leave the first week of January in each calendar year. By January 31st each Employee shall review the written notice and verify in writing that the accumulated sick leave is correct or challenge the written notice. An Employee may use sick leave for personal circumstances related to family illness subject to the approval of the Employer. Approval shall not be unreasonably withheld.
- 12.03 Part-time Employees working less than 35 hours per week shall earn paid time off for absence from work due to accident or illness on a pro-rated basis based on regular hours worked.
- 12.04 If an Employee requires time off for the purpose of attending a dental, paramedical (as defined by the Extended Health Care Plan), optical or medical appointment, provided they have been given prior authorization by the Employer, such absence shall be neither charged against their accumulated sick leave, nor shall the Employee suffer any loss of income provided such absence does not exceed 3 hours during one work day. If the absence is longer than 3 hours, the whole period of absence shall be charged against their accumulated sick leave. Employees may be required to submit satisfactory proof of appointments when circumstances make it reasonable to do so.

### **ARTICLE 13: WORKERS SAFETY AND INSURANCE BOARD**

- 13.01 The Employer agrees to provide WSIB coverage for all Employees.
- 13.02 An Employee who is unable to perform their regular work with the Employer as a result of injury or illness which is recognized as compensable by the *Worker's Safety and Insurance Act* will be entitled to payment for the difference between the compensation and their regular salary. Such difference will be deducted from the Employee's

accumulated sick leave entitlement and payment will cease when the Employee's entitlement has been totally claimed.

If an Employee is receiving compensation benefits under the *Workers' Safety and Insurance Act*, they shall earn vacation and credits.

- 13.03 Employees having to perform duties for the Employer off the Employer's premises shall be covered for WCB.

#### **ARTICLE 14: BENEFITS AND PENSION**

- 14.01 The Employer shall provide group plans for all Employees inclusive of:

- (a) Extended Health Care
- (b) Dental care
- (c) Long-term Disability insurance providing a benefit of 75% of regular salary
- (d) Basic Life Insurance
- (e) Accidental Death and Dismemberment

- 14.02 The premium costs shall be paid by the Employer to maximum of \$600 per month per Employee single enrolment plan and \$800 per month family enrolment plan. Any amount over those amounts shall be paid by the Employee through payroll deduction. The amount shall not be pro-rated for part-time Employees. On an annual basis, the Union and the Employer shall meet with the insurance broker to determine what provisions are acceptable to the Union, provided the overall cost to the Employer does not increase.

- 14.03 Upon receipt, the Employer will reimburse Employees up to \$250 annually toward the cost of fitness membership, fitness equipment, or fitness classes.

- 14.04 The Employer agrees to continue paying the cost of all insured benefits when an Employee is on any paid leave of absence, including paid maternity, paternity or adoption leave; and when an Employee is absent due to accident or illness. As well, the Employer will pay all insured benefits for any month that the Employee receives pay for eight (8) working days.

- 14.05 The Employer agrees to provide an Employee Assistance Program for all staff.

- 14.06 Employee RPP/RRSP

Permanent Employees are required to join the Healthcare of Ontario Pension Plan (HOOPP).

The Employer will contribute to an eligible Employee's RRSP the difference between 12% of salary and the Employer's contribution to HOOPP. A contribution will be made by December 31 in each year of this Agreement.

The eligible Employees of the CFNU shall make arrangements with the financial institution of their choice for direct Employer RRSP deposits.

### **ARTICLE 15: STAFF CHANGES AND PROMOTIONS**

- 15.01 In making promotions or transfers, seniority shall entitle an Employee to first priority, provided the Employee has the basic qualifications to perform the normal requirements of the job. In the event the senior applicant wishes to return to their former position within three (3) months of the assignment, they shall be returned without the loss of seniority or salary and any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or salary in their former position.
- 15.02 Where new positions are created or current positions reclassified, the Employer will advise the Union in advance in writing of the nature of the position(s) and the proposed rate of pay. In the event the Union disagrees with the proposed rate, the said rate shall be negotiated between the Employer and the Union.
- 15.03 The Employer shall notify in writing all present Employees of any new positions or vacancies within the bargaining unit before it is filled.

Employees shall be entitled to apply for any new position or vacancy which falls in the scope of this Agreement. Such application shall be in writing within 7 days of the Employee's receipt of notification and a reply shall be made to the Employee by the employer within a further 7 days as to whether the Employer will accept the applicant.

#### **15.04 Outside Advertising**

When advertising new or vacant positions the Employer shall provide a copy of the posting advertising the position to the Union, through the unit shop steward. Said posting shall contain the job title, duties and wage rate where applicable.

### **ARTICLE 16: PROBATIONARY PERIOD**

- 16.01 Each newly hired Employee shall serve a probationary period of three (3) calendar months. The purpose of the probationary period shall be to assess an Employee's suitability.
- 16.02 During the probationary period the Employer shall notify the Employee of any deficiencies and where possible provide the Employee an opportunity to correct these.
- 16.03 Subject 16.01 and 16.02 above, a probationary Employee may be terminated with reasonable cause.

## ARTICLE 17: LEAVES OF ABSENCES

### 17.01 **General Leave**

An Employee may apply for a leave of absence without pay for personal reasons other than illness, providing that they make a written request to management, such request is subject to the approval of the Employer. Permission for such leave of absence shall not unreasonably withheld. An Employee on such leave shall not work for gain without the written consent of the Employer.

### 17.02 **Special Leave**

In each calendar year, Employees shall be entitled to 49 hours special leave with pay in case of pressing necessity. Pressing necessity shall be limited to unforeseen personal or family emergencies, or to provide immediate and temporary care of a sick family member, to take a family member to a medical or dental appointment, or to provide care for a child due to a school or daycare closure. Up to 21 hours of such leave may be used to attend school or recreational function of a child, or for moving of residence, provided the Employer is advised in advance.

A request for additional, unpaid Special Leave shall not be unreasonably denied, based on operational requirements.

### 17.03 **Court Appearance Leave**

When an Employee is required for jury duty, or receives a subpoena to attend court, paid leave will be provided by the Employer upon notification by the Employee, provided that the Employee remits to the Employer any moneys received.

### 17.04 **Election Leave**

The Employer agrees to grant a leave of absence, without pay or benefits, to an eligible Employee who is a declared candidate in any municipal, provincial or federal election. Such leave of absence shall be for a reasonable period of time prior to the election in order to allow campaigning and for one (1) term of office, if elected.

### 17.05 **Compassionate Leave**

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death in the Employee's family (i.e. Employee's or the Employee's spouse's child, father, mother, sister, brother, sister-in-law, brother-in-law, grandparents, grandchild, aunt, uncle, niece, nephew, guardian, or the Employee's spouse or fiancé). The first five (5) days granted shall be with pay. For the purposes of Article 17.05:
  - (i) current step relatives shall be considered as blood relatives;
  - (ii) spouse shall include a common-law relationship;
  - (iii) Employee's family shall include a person who over time has acted in the capacity of a family member or the spouse's family members.

- (b) An Employee may request a one day leave of absence without pay in the event of a death of the Employee's other relatives or friends. Such leave shall not be unreasonably denied.

#### **17.06 Pregnancy and Parental Leave**

- (a) In accordance with Ontario Employment Standards Act, a leave of up to 78 weeks will be granted to Employees for the birth or adoption of a child, provided that a written request was submitted no later than one (1) month before the intended date of the leave. In the case of Adoption Leave, the Employee must submit a written request for such leave. The Employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (b) An Employee who qualifies for Employment Insurance maternity or parental leave shall receive a supplemental leave allowance. During the one week waiting period, the Employer shall pay 85% of the regular Employee's regular wages. During the fifteen (15) week period for leave the Employer shall supplement the weekly EI payments to the equivalent of 85% of the Employee's regular wages. During the first thirty-five (35) weeks of parental leave, the Employer shall supplement the weekly EI payments to the equivalent of 75% of the Employee's regular wages.
- (c) Where an Employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the Employment Insurance Act (Extended Parental Benefits), the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the Employee elected to receive the parental leave benefit pursuant to Section 12 (3) (b) (i) of the Employment Insurance Act (Standard Parental Benefits) During such leave Employees will continue to accumulate seniority.
- (d) During such a leave the Employer will continue to pay the Employer portion of Employee benefits for the duration of the leave.
- (e) During such leave the Employer will continue to make required pension payments to the pension fund if the Employee contributes to the Employer portion.
- (f) A permanent Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work. The Employer shall reinstate the Employee in the same position held by that Employee immediately prior to taking leave.

#### **17.07 Union Leave**

- (a) The Employer agrees to allow one member of the bargaining unit time off with continuation of pay based on a regular day paid at straight time and benefits for the purpose of attending negotiations for the renewal of the collective bargaining Agreement.

In the event that the bargaining unit exceeds ten (10) Employees, the Employer agrees to allow an additional member to attend the collective bargaining process on the same terms outlined above.

- (b) A member of the bargaining unit designated to function in matters of investigation and processing of grievances with the Employer shall not suffer any loss of pay or benefits in fulfilling these functions, providing it will not unduly interfere with the performance of their duties.
- (c) Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions or conferences shall be allowed leave of absence without pay and with continuation of benefits to fulfill those responsibilities. Such leave may be refused where it is impossible for the Employer to grant such leave due to operational requirements.
- (d) Upon request to the Employer, Employees shall be entitled to attend Union education courses and conferences without pay and with continuation of benefits. Such leave may be refused where it is impossible for the Employer to grant such leave due to operational requirements.
- (e) Leave of absence without pay for a period not exceeding one (1) year shall be granted in the event of an Employee requesting this leave to work for an inter Canadian union, local Union or any other affiliated Union, provided the Employer has received one (1) month's written notice. On application for such leave by an Employee, the Employer agrees to reinstate the Employee in terms no less favourable than those enjoyed previous to such leave.

#### **17.08 Education Leave**

- (a) The Employer shall not unreasonably deny a leave of absence without pay or loss seniority to any Employee who chooses to further their higher education.

#### **17.09 Paid Education Leave**

- (a) The Employer agrees to pay into a special fund two cents (\$0.02) per hour per Employee for all compensated hours for the duration of this Agreement for the purposes of providing paid education leave. Said paid education leave will be for the purpose of upgrading the Employee skills in all aspects of Trade Union functions.

Such moneys to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, and sent by the Employer to Unifor Paid Education Leave Program at the following address: 115 Gordon Baker Road, Toronto, ON, M2H 0A8 or such other address as may be designated by the Union from time to time

- (b) The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for

twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

### **17.10 Domestic Violence Leave**

- (a) The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. As such, any decision regarding discipline or non-culpable termination of such Employee shall take that into consideration.
- (b) Workers experiencing domestic violence will be able to access up to 10 days of paid leave per fiscal year for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to any existing leave entitlements may be taken as consecutive or single days, or as a fraction of a day upon approval. Additional unpaid leaves may also be taken if necessary,
- (c) The Employee and Employer shall only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

### **ARTICLE 18: EDUCATIONAL COST REIMBURSEMENT**

- 18.01 (a) An eligible Employee requested by the Employer to take any course shall receive full pay and benefits including cost of travel, lodging, meals, tuition and books, unless they or all of these items are covered by tuition fees.
  - (b) An eligible Employee who requests and is authorized to take a course relating to that eligible Employee's position may be allowed leave with pay. The Employer may pay the costs of books and tuition.
  - (c) Where it is the opinion of the Employer that an education course, seminar, conference, or training program would be of mutual advantage to the eligible Employee and the Employer, arrangements may be made for the eligible Employee to attend without loss of pay and with reasonable costs reimbursed by the Employer.
  - (d) The Employer shall give meaningful consideration to requests for language training based on the needs of the CFNU.
- 18.02 Subject to operational requirements of the CFNU, and upon the request from an Employee, a leave of absence may be granted without pay for up to one (1) year to an Employee, for good and sufficient cause. Such request shall not be unreasonably withheld.

## **ARTICLE 19: TECHNOLOGICAL CHANGES**

19.01 The Employer recognizes that the introduction of new technology should be accomplished with due respect for the Employee.

Training shall be provided during hours of work unless agreed to by the Employee.

There shall be no reduction in wage or salary rates during the training period or as a result of the technological changes.

If training due to technological change occurs outside of working hours, and the Employee consents, said Employee shall be paid at the rate of one and one half (1 1/2) times the Employee's regular rate of pay.

19.02 The Employer shall notify the Union, in writing, as soon as possible before the introduction of any technological change. The Employer shall meet with the Union upon request and use their best efforts to minimize the effect of the technological change on the Employees.

## **ARTICLE 20: DISCIPLINE AND DISCHARGE**

20.01 **Termination**

- (a) No Employee may be discharged except for just cause. The Union may appeal any discharge through the regular grievance procedure, including arbitration.
- (b) Verbal notice of intention to terminate shall be given to the Employee as far in advance as reasonably practical. In the case of there being just cause for dismissal, notice shall be given according to the Ontario Employment Standards Act.

No Employee shall be disciplined or terminated without just cause.

20.02 **Personnel File**

- (a) The Employer agrees that there shall be only one personnel file for each Employee and that no report relating to the Employee's conduct or performance may be used against them in the grievance procedure nor at arbitration unless such report is part of the said file.
- (b) No report may be placed in the file, or constitute a part thereof, unless a copy of the said report is sent to the Employee within five (5) days after the date of the Employee's alleged infraction, or of its coming to the attention of the Employer, or the Employer's alleged source of dissatisfaction with them.

All such letters, reports and documents shall indicate that they will be placed on the personnel file.

- (c) Any unfavourable report concerning an Employee and any report concerning an infraction shall be withdrawn from the file after a period of twelve (12) months from the date of the alleged infraction.
- (d) A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personnel file of the Employee.

20.03 **Access to Personnel File**

Upon written request from an Employee, they and/or their Union representative shall have opportunity to examine within a reasonable time after the request, the official personnel file of the Employee in the presence of an authorized representative of the Employer.

20.04 **Disciplinary Interview**

The Employer agrees to notify an Employee twenty-four (24) hours in advance of any interview of a disciplinary nature and to indicate:

- (a) their right to be accompanied by a Union representative.
- (b) the purpose of the meeting.

**ARTICLE 21: EMPLOYEE EVALUATION**

21.01 The Employer on an annual basis shall complete an Employee evaluation of an Employee's performance.

**ARTICLE 22: NO CONTRACTING OUT**

22.01 The Employer agrees not to contract out any bargaining unit work to the extent that it would reduce the hours of a permanent Employee, cause a layoff of a permanent Employee or to avoid the creation of a bargaining unit position.

The Employer agrees to consult with the Union prior to contracting out bargaining unit work.

**ARTICLE 23: LAYOFF AND SEVERANCE PAY**

23.01 A layoff is defined as a reduction in the number of Employees, or any reduction in an Employee's regular hours of work.

23.02 If it becomes necessary to reduce the work force, the Employer will notify any Employee who is to be laid off twenty-eight (28) calendar days prior to the layoff.

23.03 (a) Subject to the provisions of Article 23.06 (b), layoffs shall occur in reverse order of seniority.

- (b) Notwithstanding the provisions of 23.06 (a), the Employer shall have the right to retain Employees who would otherwise be laid off when layoff in accordance with Article 23.06 (a) would result in retaining Employees who do not have the ability to perform the work.
- 23.04 (a) Any Employee who is subject to layoff may displace a less senior Employee from an equivalent or lower level for which they possess the minimum requirements and the ability to perform the job.
- (b) Employees who are displaced under the provisions of Article 23.07 (a), may in turn exercise their seniority to displace other Employees in accordance with Article 23.
- (c) An Employee exercising their right to bump another Employee pursuant to Article 23.07 shall, within 72 hours of receipt of written notice from the Employer of elimination of their position or displacement, advise the Employer, in writing, of their decision, including the name of the Employee they wished to bump.
- 23.05 (a) When increasing the workforce, recalls shall be in order of seniority provided the Employee can perform the work satisfactory. An Employee laid off shall have recall rights for 24 months or length of service, whichever.
- 23.06 Notice of recall shall be given by telephone and registered mail or courier to the Employee's last known place of residence.
- 23.07 No new Employees shall be hired into a classification while there are Employees on layoff who are able to perform the duties of that classification.
- 23.08 Employees affected by layoff, who have completed five (5) full years of continuous employment shall receive severance pay in the amount of two (2) week's pay, pro-rated on the Employees FTE over their employment history, if lay off and recall rights are waived.

#### **ARTICLE 24: VOLUNTARY SEVERANCE PAY**

- 24.01 Employees, except in the case of there being just cause for dismissal, who have completed five (5) full years of continuous employment shall receive severance pay in the amount of one (1) week's pay at the current hourly rate for each year of employment, pro-rated on the Employees FTE over their employment history as per CFNU policy.
- 24.02 The above severance pay shall be paid to the estate/beneficiary of an Employee who dies while employed, calculated as if they had terminated employment as of the date of death.
- 24.03 Severance pay as per article 23.01 for non-full-time Employees shall be paid on a prorated basis.

## **ARTICLE 25: TRAVEL EXPENSES**

- 25.01 When an Employee uses their own vehicle for CFNU business they shall be paid the kilometer rate in accordance with Government of Canada policy plus parking expenses with receipt. Government of Canada rates will also apply to meals, per diems and incidentals.
- 25.02 The Canadian Federation of Nurses Unions shall provide parking for an Employee at the workplace at no cost to the Employee.

## **ARTICLE 26: GRIEVANCE PROCEDURE**

- 26.01 It is the desire of both parties of the Agreement to resolve grievances in a manner that is just and equitable. An Employee who believes they have a grievance and alleges a violation of this Agreement must first attempt to resolve the matter verbally with the Employer.
- 26.02 **Step 1**
- If the complaint is not settled satisfactorily through discussion, the Employee shall submit the complaint in writing to the Employer within fifteen (15) calendar days of when the Employee should reasonably have been aware of the violation. This written grievance shall be presented to the Employer by the Employee involved or by their Union representative or both.
- 26.03 **Step 2**
- The authorized representative of the Union shall meet with the Employer within ten (10) working days of the submission of the formal grievance in an attempt to resolve the matter. The Employer shall respond within ten (10) working days of the meeting.
- 26.04 **Arbitration Procedure**
- (a) Grievances not resolved in the manner described above may be submitted by either party to a sole arbitrator agreed to by the parties or appointed by the Ontario Minister of Labour in the event that the parties are unable to agree on an arbitrator.
- (b) The said arbitrator shall hear, consider and finally rule on such disputes. The arbitrator shall render such decision in accordance with this Agreement. It is agreed and understood that the award of the arbitrator shall be final and binding.

- (c) It may be communicated verbally but shall be confirmed in writing to the Union and the Employer.
- (d) All the expenses of arbitration, including remuneration of the arbitrator, shall be shared equally by the Union and the Employer.
- (e) The time limits specified in this section may be extended by mutual agreement in writing. The arbitrator shall have the right to direct compensation to the grievor to the extent that it is fair and equitable if the arbitrator upholds the grievance in whole or in part. The aggrieved shall have the right to be present at any or all of the above stages.

### **ARTICLE 27: SAFETY AND HEALTH**

- 27.01 The parties recognize the need for a safe and healthy workplace. The Employer shall be responsible for providing safe and healthy working conditions. The Employer commits to abide by the provisions of the Ontario Occupational Health and Safety Act. The Employer and Employees will take all reasonable steps to eliminate, reduce or minimize all workplace safety hazards, both physical and psychological.
- 27.02 A Joint Occupational Health and Safety Committee shall be established with at least one representative selected by the Union and one representative from the Employer. The Employer agrees that the provincial H&S *legislation* in place at the time of the signing of this Agreement shall be the minimum standard and that best practices in occupational health and safety will be adhered to.
- 27.03 The function of the committee is to undertake a comprehensive risk assessment as to the danger or hazards to the workers and make recommendations to eliminate the hazard whenever possible in order to ensure the health and safety of workers; and to recommend the establishment, maintenance and monitoring of programs, measures and procedures respecting Employee's health and safety.
- 27.04 The committee shall meet at least once every three (3) months. Committee members shall be deemed to be at work and paid accordingly during those times.
- 27.05 No Employee shall be disciplined for voicing personal opinions in the performance of their duties when participating in the joint occupational health and safety meetings.
- 27.06 The Employer agrees to provide at no expense to the Employee appropriate transportation to the nearest hospital in the case of an injury or serious illness at work.

### **ARTICLE 28: SALARIES AND CLASSIFICATIONS**

- 28.01 All Employees shall be paid in accordance with Appendix "A" which is appended as part of this Agreement.

- 28.02 Employees will be paid on a bi-weekly basis on alternate Fridays.
- 28.03 If a paid holiday falls on a Friday which is designated as a pay day, the pay shall be issued on the preceding day.
- 28.04 An Employee, who has the qualifications and who is assigned by the Employer to work in a higher classification for more than one (1) pay period shall receive the rate of the classification.
- 28.05 Any bilingual Employee who makes use of French language skills in their work shall receive a bilingual premium of one thousand dollars (\$1,000.00) per year.
- 28.04 Any Employee who has been conferred a Master degree relevant to their position shall receive an educational premium of one thousand dollars (\$1,000.00) per year.

### **ARTICLE 29: SOCIAL JUSTICE FUND**

- 29.01 The Employer agrees to pay into the Unifor Social Justice Fund, a registered charity established by the National Union, two (2) cents per hour per Employee for all compensated hours for the duration of the Collective Agreement. Such monies shall be paid on a quarterly basis made payable to the "Unifor Social Justice Fund" and remitted to the following address: 115 Gordon Baker Road, Toronto, ON, M2H 0A8 or such other address as may be designated by the Union from time to time.

**ARTICLE 30: WOMENS ADVOCATE**

The parties recognize that female Employees may sometimes need to discuss with another woman, matters such as violence, abuse at home or workplace harassment. They may also need information about specialized resources in the community such as counsellors or women’s shelters to assist them in dealing with these and other issues. For these reasons the Employer agrees to recognize the role of a Unifor Women’s Advocate in the workplace.

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 provide a computer with internet access and access to a confidential phone line for the Advocate in order that female Employees may contact her in privacy. The Employer will also provide access to a private office so that confidentiality can be maintained when a female Employee is meeting with the Advocate.

The Employer and the Union will develop appropriate communications to inform female Employees about the advocacy role and contact numbers to reach the Advocate.

The Advocate will participate in an initial 40-hour training program organized by the Unifor and an annual three-day update-training program. The Employer will pay for lost time (including travel time), registration costs, lodging, transportation, meals, and other reasonable expenses as may be required.

**ARTICLE 31: DURATION**

31.01 This Agreement shall be in effect from April 1, 2024, and shall remain in force until March 31, 2028.

SIGNED THIS Oct 28, 2024 AT OTTAWA, ONTARIO

**CANADIAN FEDERATION OF NURSES:**

**UNIFOR LOCAL 567:**

*Linda Silas*  
Linda Silas (Oct 28, 2024 09:51 EDT)

*A. Aucoin*  
A. Aucoin (Sep 26, 2024 12:49 EDT)

Linda Silas

Alex Aucoin

*David Harrigan*  
David Harrigan (Oct 28, 2024 08:39 MDT)

  
Michelle Arruda

David Harrigan

*Corey Grist*  
Corey Grist (Oct 28, 2024 13:07 EDT)

*Tyler Levitan*  
Tyler Levitan (Oct 8, 2024 14:12 EDT)

Corey Grist

Tyler Levitan

## APPENDIX "A" WAGES

Rates are as follows:

Role	Classification	Current	1 April 2024	1 April 2025	1 April 2026	1 April 2027
Executive Assistant	Step A	\$96,532.07 (\$53.04)	\$100,876.01 (\$55.43)	\$103,902.29 (\$57.09)	\$106,499.85 (\$58.52)	\$109,162.35 (\$59.98)
	Step B			\$108,058.39 (\$59.37)	\$110,759.84 (\$60.86)	\$113,528.84 (\$62.38)
Communications Officer	Step A	\$95,372.92 (\$52.40)	\$99,664.70 (\$54.76)	\$102,654.64 (\$56.40)	\$105,221.01 (\$57.81)	\$107,851.53 (\$59.26)
	Step B			\$106,760.83 (\$58.66)	\$109,429.85 (\$60.13)	\$112,165.60 (\$61.63)
Government and External Relations Officer	Step A	\$95,372.92 (\$52.40)	\$99,664.70 (\$54.76)	\$102,654.64 (\$56.40)	\$105,221.01 (\$57.81)	\$107,851.53 (\$59.26)
	Step B			\$106,760.83 (\$58.66)	\$109,429.85 (\$60.13)	\$112,165.60 (\$61.63)
Policy & Research Specialist	Step A	\$95,372.92 (\$52.40)	\$99,664.70 (\$54.76)	\$102,654.64 (\$56.40)	\$105,221.01 (\$57.81)	\$107,851.53 (\$59.26)
	Step B			\$106,760.83 (\$58.66)	\$109,429.85 (\$60.13)	\$112,165.60 (\$61.63)
Communications and Project Support	Step A	\$66,866.29 (\$36.74)	\$69,875.27 (\$38.39)	\$71,971.53 (39.54)	\$73,770.82 (\$40.53)	\$75,615.09 (\$41.55)
	Step B			\$74,850.39 (\$41.13)	\$76,721.65 (\$42.15)	\$78,639.69 (\$43.21)
Operations and Project Support	Step A	\$66,866.29 (\$36.74)	\$69,875.27 (\$38.39)	\$71,971.53 (\$39.54)	\$73,770.82 (\$40.53)	\$75,615.09 (\$41.55)
	Step B			\$74,850.39 (\$41.13)	\$76,721.65 (\$42.15)	\$78,639.69 (\$43.21)
Administration Support	Step A	\$56,659.50 (\$31.13)	\$59,209.18 (\$32.53)	\$60,985.45 (\$33.51)	\$62,510.09 (\$34.35)	\$64,072.84 (\$35.20)
	Step B			\$63,424.87 (\$34.85)	\$65,010.49 (\$35.72)	\$66,635.76 (\$36.61)
Summer Student	Base	\$23.27	\$24.32	\$25.05	\$25.67	\$26.31

**Employees shall start at Step A. Beginning April 1, 2025, Employees with five (5) years of continuous service shall move to Step B. Previous experience satisfactory to the Employer may be recognized for the purpose of placement on the salary grid.**