

# COLLECTIVE AGREEMENT

between

*Shine On*  
*À vous de briller*



**The National Capital Region YMCA**

(hereinafter referred to as "the Employer")

and

***CUPE***

*Canadian Union  
of Public Employees*

**and its Local 5209 (Housing Support)**

(hereinafter referred to as "the Union")

**Effective July 1<sup>st</sup>, 2023 to June 30<sup>th</sup>, 2026**

# TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1 - RECOGNITION</b> .....	<b>1</b>
<b>ARTICLE 2 - MANAGEMENT RIGHTS</b> .....	<b>2</b>
<b>ARTICLE 3 - MAINTAINING AN ENVIRONMENT OF RESPECT</b> .....	<b>3</b>
<b>ARTICLE 4 - STRIKES AND LOCK-OUTS</b> .....	<b>5</b>
<b>ARTICLE 5 - LABOUR-MANAGEMENT COMMITTEE</b> .....	<b>5</b>
<b>ARTICLE 6 - UNION SECURITY</b> .....	<b>5</b>
<b>ARTICLE 7 - UNION - MANAGEMENT RELATIONS</b> .....	<b>7</b>
<b>ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCESS</b> .....	<b>8</b>
<b>ARTICLE 9 - ARBITRATION</b> .....	<b>10</b>
<b>ARTICLE 10 - SUSPENSION, DISCIPLINE AND DISCHARGE</b> .....	<b>11</b>
<b>ARTICLE 11 – SENIORITY</b> .....	<b>13</b>
<b>ARTICLE 12 - PROMOTIONS AND STAFF CHANGES</b> .....	<b>15</b>
<b>ARTICLE 13 - LAY OFFS AND RECALLS</b> .....	<b>18</b>
<b>ARTICLE 14 – HOURS OF WORK</b> .....	<b>20</b>
<b>ARTICLE 15 – OVERTIME</b> .....	<b>23</b>
<b>ARTICLE 16 – HEALTH AND SAFETY</b> .....	<b>23</b>
<b>ARTICLE 17 – HOLIDAYS</b> .....	<b>24</b>
<b>ARTICLE 18 – VACATIONS</b> .....	<b>26</b>
<b>ARTICLE 19 – SICK LEAVE</b> .....	<b>28</b>
<b>ARTICLE 20 – LEAVES OF ABSENCE</b> .....	<b>29</b>
<b>ARTICLE 21 – BULLETIN BOARD</b> .....	<b>33</b>
<b>ARTICLE 22 - EMPLOYEE BENEFITS</b> .....	<b>33</b>
<b>ARTICLE 23 – GENERAL</b> .....	<b>34</b>
<b>ARTICLE 24 – WAGES</b> .....	<b>34</b>
<b>ARTICLE 25 – DURATION</b> .....	<b>35</b>
<b>SCHEDULE - "A"</b> .....	<b>37</b>
<b>LETTER OF UNDERSTANDING #1</b> .....	<b>38</b>
<b>LETTER OF UNDERSTANDING #2</b> .....	<b>40</b>
<b>LETTER OF UNDERSTANDING #3</b> .....	<b>42</b>
<b>LETTER OF UNDERSTANDING #3</b> .....	<b>43</b>

## **PREAMBLE**

It is the desire of both parties of this agreement:

- To maintain and improve the relation of employment between the Employer and the Union.
- To provide ongoing means of communication between the Union and the Employer.
- It is recognized that Employees wish to work together with the Employer to secure the best possible care and service for clients and to encourage efficiency in all operations.
- To promote the moral, well-being and security of all employees in the bargaining unit of the Union.
- Both parties agree to act in a fair and reasonable manner.
- Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

## **ARTICLE 1 - RECOGNITION**

**1.01** The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for all Housing Support Office, Housing Front Desk Staff, Second Stage Youth Housing and TRY Program employees employed at the National Capital Region YMCA-YWCA in the City of Ottawa, ON, save and except Maintenance, housekeeping and cleaning staff, trades and dietary staff, supervisors and persons above the rank of supervisor and any person already represented by a trade union.

**1.02** No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### **1.03 Work of the Bargaining Unit and Contracting-Out**

a) Save and except for the immediate supervisors of each housing program, persons not in the bargaining unit shall not normally do the work which is done by the workers in the bargaining unit, except for the purpose of instruction, training, or on emergencies when regular staff are not available.

b) No employees in the bargaining unit shall be laid off as a result of the Employer contracting out any of its work or services.

### **1.04 Representatives of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the employer in order to deal with any matters arising out of this Collective Agreement.

## **1.05 Definitions**

For the purpose of this agreement, the following items will be defined as follows:

### **a) Definition of Employees**

- i. Full-time Employee is any Bargaining Unit member who is regularly scheduled to work forty (40) hours a week.
- ii. Regular Part-time Employee is any Bargaining Unit member who makes a commitment to the Employer to be available and is scheduled to work regular shift(s), less than forty (40) hours a week. Regular part-time are also able to pick up hours that become available due to holidays, illness, vacation, and program needs.
- iii. Casual Employee is any Bargaining Unit member who is employed on a relief or a replacement basis and is available for call-ins as circumstances demand.

**b) Child** shall be used to designate the child for whom the employee acts as a parent or legal guardian.

**c) Immediate family** shall be used to designate the parents, spouse, same sex partner, brothers, sisters, child, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or a relative of the employee who is dependent on the employee for care or assistance.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** The Union acknowledges that the management of the Employer and the direction of the working forces are vested exclusively with the Employer, except as specifically limited by the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a)** To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees. The employer agrees to notify the Local, in writing, of all rules and regulations, or of alterations thereto, and post notice thereof;
- b)** To classify and determine the content of each job for the most productive service, employ new personnel, select for new or vacant positions, transfer, suspend or otherwise discipline or dismiss for just cause;
- c)** To determine the kinds of services to be performed; the location of administrative functions and services, and the allocation of personnel and resources;
- d)** To continue its present practice of using volunteers and students in the delivery of direct services for specific task(s) that would not take away a position from an employee;

- 2.02** The employer recognizes that the rights described in this Article shall be exercised in a manner consistent with the provisions of this Agreement.
- 2.03** The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.
- 2.04** The Employer will ensure that equal job opportunities exist and that there is no discrimination in employment with respect to areas protected under the Human Rights Code (see Article 3).

### **ARTICLE 3 - MAINTAINING AN ENVIRONMENT OF RESPECT**

#### **3.01**

- a) The Employer is committed to providing and maintaining a work environment in which all employees are treated with respect and dignity, and in a manner free from any type of harassment or discrimination.
- b) The Employer and the Union agree not to interfere with the rights of Employees designated within the scope of the Agreement, and there shall be no discrimination, interference, restraint and coercion by the Employer or the Union, against any employee because of membership or non-membership in the Union, or against any Union Representative because of Union activity within the provisions of this Collective Agreement.
- c) The Employer and the Union agree that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to employment without discrimination because of; race, ancestry, colour, creed (religion), age, sex, record of offences, marital status (including same-sex partners), sexual orientation, family status (including pregnancy), gender identity and gender expression, disability, citizenship, ethnic origin, place of origin, in accordance with the Corporate Policy, the Ontario *Human Rights Code* and the *Occupational Health and Safety Act*.
- d) Workplace harassment and discrimination will not be tolerated from any person in the workplace. All employees must be dedicated to preventing harassment.

**3.02** The parties agree that employees in same-sex relationships shall be deemed to have the same marital and family status as employees who are married or in common-law relationships with respect to all matters covered by this Agreement.

#### **3.03 Harassment Defined**

Harassment is engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought to reasonably be known to be unwelcome.

Harassment may consist of one incident or a series of incidents in which an employee receives attention of such a nature that could be considered to be offensive, intimidating, hostile or creating or contributing to a poisoned work environment.

### **3.04 Sexual Harassment**

Sexual Harassment is bullying or coercion of a sexual nature or the promise of rewards in exchange for sexual favours. It encompasses all comments and behaviour related to gender, which are offensive.

Unwanted compliments on appearance as well as insults, persistent discussion of sexual matters, and sexually oriented comments about others constitute sexual harassment. Sexual harassment is behaviour that can undermine the employee health, job performance, workplace relationship or endangers an employee's status or potential. Sexual harassment shall include, but is not be limited to:

- a) Unnecessary touching or patting;
- b) Suggestive remarks or other verbal abuse;
- c) Leering at a person's body;
- d) Inappropriate display of sexual pictures or materials;
- e) Compromising invitations;
- f) Demands for sexual favors;
- g) Sexual assault (as defined by the Criminal Code).

Harassment may also relate to a form of discrimination as set out in the Human Rights Code.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

### **3.05 Violence**

The Employer will not tolerate any type of violence in the workplace and views such actions very seriously and will make every reasonable effort to identify and mitigate all potential hazards and risks relating to workplace violence.

Acts of violence against employees, visitors, members, guests, or other individual on anyone on our property will not be tolerated. Acts of violence would lead to disciplinary actions up to and including termination of employment and the involvement of appropriate law enforcement as needed.

### **3.06 Workplace Violence Defined**

Workplace violence is:

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;

- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- c) A statement or behaviour where it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker;

#### **ARTICLE 4 - STRIKES AND LOCK-OUTS**

There shall be no strike or lockout so long as the collective agreement continues to operate. The terms "strike" and the term "lock-out" shall have the meaning as set forth in the Labour Relations Act for Ontario.

#### **ARTICLE 5 - LABOUR-MANAGEMENT COMMITTEE**

**5.01** The parties agree to the formation of a joint Labour Management Committee to discuss issues of mutual interest and to share information. The Committee will be composed of up to three (3) management representatives and up to three (3) employee representatives.

- a) The agenda shall be set by mutual agreement.
- b) The parties shall schedule at a mutually agreeable time.
- c) The meeting may be canceled upon reasonable notice by either party.
- d) It is understood and agreed that the committee will not discuss any grievances, nor will any discussion prejudice the grievance procedure.
- e) In the event the parties are unable to agree on a disposition of a matter of mutual concern, each party agrees to state in writing their position and the reasons for the dispute.
- f) Minutes of the Labour Management Committee meeting shall be recorded on a rotating basis and copies of the committee minutes shall be distributed to each member of the committee with a copy sent to the Recording Secretary of the Union.
- g) The position of Chairperson shall rotate every meeting.

#### **ARTICLE 6 - UNION SECURITY**

##### **6.01 Union Security**

All employees of the Employer after the commencement of employment, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues levied by the Union on its members.

## **6.02 Deductions**

Deductions shall be made from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 7<sup>th</sup> day of the month following, accompanied by a list of the names addresses and phone numbers, job status, earnings and dues deducted, of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. An electronic copy of this list shall also be forwarded to the Secretary of the Local Union.

When there is to be any change in the amount of authorized monthly deductions to be checked off for any employee the Union shall inform the Employer in writing of the change at least 2 weeks prior to the month in which the change is to be effective.

## **6.03 Potential and New Employees**

The Employer agrees to acquaint potential and new employees with the fact that this Agreement is in effect and inform them of the conditions of employment set out in the articles dealing with Union Responsibility, Union Security and Dues Check-Off.

## **6.04** Every new employee shall be given an opportunity to meet with a representative of the Union for forty-five (45) minutes during the first two (2) weeks of employment for the purpose of acquainting a new employee with the benefits and duties of the union membership.

The Union will provide the employer with a copy of materials used in such session and will not disparage the employer during the presentation.

The Employer agrees to provide by email a copy of the Collective Agreement to each new employee. Items to be placed on the Union bulletin board shall be copied at the workplace. All other Union material shall be provided by the Local Union.

## **6.05 Legal Indemnity**

The Employer agrees to provide reimbursement for legal costs to employees, in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of official order(s). This Article shall not be deemed, to authorize or condone the commission of any unlawful act, or an act of negligence by the employee. An Employer will not pay such cost in any case, where guilt is established in a court of law, or thereof, a finding of negligence in a court of law.

## **6.06 Notification of new hires**

The Union shall be notified via e-mail, of the full name, position, and employment status (full-time, part-time, and casual), start date and work location of all employees hired into the bargaining unit within ten (10) days of their first day of employment. The Union shall also be provided contact information for each new hire (e-mail & cell number) if it is made available to the employer.

## **6.07 Employer Liability**

The Union and its members agree to indemnify and save harmless the Employer with respect to any liability, which the Employer might incur as a result of deductions and remittances. If an error is made in the amount of deductions and remittances; the YMCA shall expeditiously rectify the error.

## **6.08 Staff Meetings**

Staff meetings will be done on the employer's time. Employees not at work required to attend the employers meeting will be paid a minimum of three (3) hours to attend the meeting.

## **6.09 Work Site Access**

The Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid. The Employer shall be notified of such meeting 48 hours prior to the meeting. The Parties agree that in the event of urgent matters such notice will be waived. The Union will provide notice of such urgent meeting to the Employer by email.

## **6.10 Union Meeting on premises**

The Employer will permit the use of its premises for the purposes of Union meetings based on booking availability and with priority going to external paid bookings.

## **6.11 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **ARTICLE 7 - UNION - MANAGEMENT RELATIONS**

### **7.01 Representation**

Upon request, the Union will supply to the Employer with the names of its officers and the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. Each side will inform the other of any subsequent changes, including any representatives added or withdrawn.

### **7.02 Union Officers and Committee Members**

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, attendance at meetings with the Employer, when these meetings take place outside the employee's regular working hours, the time spent attending these meetings will be paid so long as the meeting was requested by the employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

### **7.03**

#### **a) Correspondence Union and Management**

All correspondence between the parties, arising out of this Agreement shall pass to and from the Employer's Senior Director responsible for housing or designate, and the Local Union President or designate.

#### **b) Correspondence Bargaining Unit Employees and Employer**

All correspondence for all the Bargaining Unit employees will be communicated via email.

The Union will select representatives and will send to the Employer written notification of the names of these representatives. The Union will inform the Employer of any subsequent changes, including any representatives added or withdrawn, as set forth in the Union's Constitution.

### **7.04 Negotiating Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select up to (3) three employees to form the Negotiating Committee. The Union will advise the Employer in writing of the Union nominees to the Committee. The Employer will recognize such Committee provided the Employees on it have completed their probationary period under this Agreement. Time spent bargaining with the employer shall be considered time work up to a maximum of 40 hours paid per employee.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCESS**

### **8.01 Recognition of Union representatives**

The Employer will recognize representatives of the Union authorized by the Union to attend meetings provided for under the Collective Agreement. The Union agrees to notify the employer in writing in advance of the names of its representatives.

### **8.02 Meeting between Management and the Union**

When meetings are held between Union representatives and the employer, the employer will make every effort to schedule such meetings in their entirety during their regular working hours. When the meeting takes place during the employee's regular working hours, time spent attending the meeting shall be consider time worked and the members shall suffer no loss of pay. When the meeting takes place outside the employee's regular working hours, the time spent attending the meetings will be paid.

### **8.03 Permission to Leave Work**

The Employer agrees that the grievor and Union Representative may leave assigned duties temporarily in order to discuss matters related to a grievance. The grievor and Union Representative shall request advanced permission of their supervisor(s). Such permission shall not be unreasonably withheld. Neither the grievor nor Union Representative shall suffer

any loss of pay for the time so spent.

#### **8.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

#### **8.05 Settling of Grievance**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

#### **8.06 Early Resolution**

If an employee has a complaint, they wish to bring to the attention of the Employer, they will first take the matter up with their immediate supervisor. The employee may do this alone, or they may request their union representative to accompany her.

#### **8.07 Step 1**

If the reply of the supervisor is not satisfactory to the employee concerned, the complaint will be stated in writing as a grievance and within ten (10) days after the supervisor's reply, will be forwarded by the employee or union representative to the Senior Director of Housing Services or their designate.

Within a further ten (10) days the Senior Director of Housing Services or their designate will meet the Union representatives to discuss the grievance. A written reply to the grievance will be given within ten (10) days after this meeting has been held.

#### **8.08 Step 2**

Failing satisfactory settlement being reached in Step 1, the union representative will, within ten (10) days of receipt of the decision under Step 1, submit the grievance to the Vice President responsible for the YMCA-YWCA's Housing Services, or their designate. A meeting may be arranged to discuss the grievance, if requested, by either party. The Vice President, or their designate, shall render their decision within ten (10) days, from the date the grievance was submitted under Step 2, or within ten (10) days from the date of the meeting held to discuss the grievance at Step 2.

#### **8.09 Mediation**

By mutual consent, the parties may agree to use the services of a Mediator. The parties agree to equally share the costs of the mediation.

#### **8.10 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

### **8.11 Definition of Working Days**

"Day" as used in the Grievance and Arbitration procedure shall mean any business day other than Saturday, Sunday or a recognized holiday.

### **8.12 May Omit Grievance Steps**

Grievances related to a discharge shall be filed at Step (2) two of the grievance procedure.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Referral to Arbitration**

It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration.

A Notice of intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 9.08. The party electing arbitration shall submit the name of at least (three) 3 arbitrators to the other party. If the parties are unable to agree on the choice of an arbitrator within thirty (30) days after notice of intent has been received, the Minister of Labour will be requested to appoint an arbitrator.

### **9.02 Payment for Arbitration**

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

### **9.03 Powers of the Arbitrator**

It is agreed and understood that the Arbitrator shall have no authority to alter, modify or annul any part of this Agreement.

### **9.04 Decision of Arbitrator**

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

### **9.05 Time limits**

Unless the parties mutually agree in writing to extend the time-limits under this section the following shall apply:

- a) in the event that the initiator of a grievance fails to follow the procedures and time-limits specified in this section, the grievance is deemed to be forfeited and abandoned.
- b) if a party refuses or neglects to answer a grievance within the stipulated time-limits of the grievance procedure, the other party may commence arbitration proceedings.

## **ARTICLE 10 - SUSPENSION, DISCIPLINE AND DISCHARGE**

### **10.01**

- a) The authority to suspend, discharge or otherwise discipline an employee, rests with Management. An employee who has completed their probationary period may be disciplined, suspended or discharged, but only for just cause.
- b) In the cases of discharge or discipline, the burden of proof of just cause shall rest with the employer.
- c) **Right to have Union representative present**

An employee shall have the right to have their Union representative present at any discussion with supervisory personnel, which the employer believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. Such notification shall be in writing and shall include the subject that the employer wishes to discuss during the interview. The Employer shall also notify the employee of their right to have a Union representative present at the interview. The employer will highlight at the beginning of the notification the employee's right to have a Union representative present at the interview. The employee has the right to postpone or reschedule the meeting until Union advice is provided. A Union representative or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have their present at any discussion with supervisory personnel which might be the basis of disciplinary action. For the overnight shift, the employer will endeavor to have these meetings take place at the end of the shift.

### **10.02 Investigation**

When disciplinary action is contemplated, the employee may be held out of service for scheduled shifts with pay, in order for a thorough investigation to be conducted.

### **10.03 Clearing the File**

Disciplinary letters shall be removed from an employee's file after eighteen (18) months providing there has been no further disciplinary action. Disciplinary action related to workplace violence/ or harassment shall be removed from an employee's file after five (5) years providing there has been no further disciplinary action.

### **10.04 Discipline Notices**

When an employee is disciplined, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

## **10.05 Progressive Discipline**

Formal discipline, in accordance with the principle of progressive discipline, may take the form of a verbal warning, a written warning, a suspension, or a termination.

Notwithstanding the above, depending on the nature or severity of the conduct any of these steps may be skipped.

## **10.06 Personnel File**

### **a) Access to File**

An employee shall have the right during normal business hours of the administration office to have access to a copy of and review their personnel file. An employee shall have the right to respond in writing to any document contained therein. Such reply will remain until such time as the disciplinary notice it relates to is removed from the file.

The employee can request a digital copy be sent to them of any document on the file. This request must formally be made to the People and Culture Department.

### **b) Contents**

Employees may submit to the employer items such as certification of training, or diploma related to the workplace, courses, workshops and letters of commendation to be added to their file at any time.

### **c) Confidentiality**

Personal records will be kept confidential except as required by law or under the provisions of this agreement. Any employee that would like a verbal or written reference shall provide written signed consent.

### **d) Letter of Employment**

On termination of employment for any reason, the Employer shall provide a letter confirming employment and responsibilities.

## **10.07 Performance Appraisals**

Employees shall receive a copy of their performance appraisals when they are conducted by management. An employee has the right to indicate their disagreement with their performance appraisal, which shall be attached to the performance appraisal.

## **10.08 Political Action**

No employee shall be disciplined for participating in any political action(s), including those called for by the Canadian Labour Congress, its affiliates, or subordinate bodies, providing such action is not on the Employer's premises, nor in YMCA uniform, nor in any way indicating that they represent the YMCA without the approval of the Employer.

## **ARTICLE 11 – SENIORITY**

### **11.01 Seniority Defined**

Seniority shall be on a Bargaining Unit wide basis and shall mean total length of service in the Bargaining Unit, calculated in hours. An employee shall accrue a maximum of 2080 hours per year. When Employees transfer from part-time employment to full-time employment, or vice-versa, they shall retain their seniority.

Seniority for all Employees shall be calculated on hours paid from date of last hire, with 2080 hours paid being considered as equivalent to one year. For purposes of this provision, paid hours include paid leaves of absence, paid sick leave, vacation, statutory holidays for which the employee is eligible, paid and unpaid Pregnancy and/or Parental leaves.

Notwithstanding the foregoing, no employee shall accumulate more than one year of seniority in any twelve-month period.

An employee shall continue to accumulate seniority and not lose seniority rights if they are absent from work because of sickness, disability, accident, or leave of absence approved by the Employer.

### **11.02 Seniority List**

The Employer shall maintain one seniority list for all employees calculated in hours. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.03.

The posted seniority list will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and for layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the notice of lay-off was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified within the bargaining unit.

### **11.03 Probationary Employee**

- a) Newly-hired Full-Time and Full-Time contract Employees shall be on probation for a period of one thousand and forty (1040) hours from date of hiring. A newly hired Part-Time, Part Time contract and Casual Employee shall be on probation for 400 hours or fifty (50) shifts, whichever comes first. The employee's performance will be reviewed at the mid-point of their probationary period. It is understood that employees covered by this Agreement shall only undergo one (1) probationary period.
- b) At the discretion of the Employer, and upon notification to the Union, the probationary period may be extended for an additional 240 hours.

- c) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure.
- d) After completion of the probationary period, seniority shall be effective from the original date of employment.

#### **11.04 Loss of Seniority**

An employee shall lose seniority in the event that:

- a) they are discharged for just cause and is not reinstated through grievance procedure or arbitration;
- b) they resign in writing from their employment
- c) they are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) Fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so unless alternative arrangements for reporting to work are made with the Senior Director of Housing Services within those seven (7) days. It is the responsibility of the employee to keep the Employer informed of their current address.
- e) She They are laid off in excess of twenty-four (24) months.

#### **11.05 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within eighteen (18) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within eighteen (18) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

In the event an employee transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, he or he shall accumulate seniority during the period of time outside the bargaining unit.

**11.06** The Employer shall, at the time of hiring, provide all new employees with a copy of the job description and a letter stating:

- a) starting wage;
- b) classification according to Schedule "A" of this Agreement;
- c) the number of hours per week that the employee shall normally be required to work.

A copy of the letter provided to each new employee at the time of hiring shall be provided to the local Union.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### **12.01 Job Postings**

- a) When a vacancy occurs and the Employer requires that the vacancy be filled or a new position is created within the bargaining unit, the Employer shall post the position within ten (10) days of the vacancy and shall notify the Union President. It will be sent to all staff by email with the words "Housing: Job Posting" in the subject line.

The position shall be open for a period of not less than seven (7) days and not more than ten (10) days so that interested employees can apply. The name of the successful applicant shall be emailed to all bargaining unit employees. The Employer shall advise the Union President by email of the name of the successful applicant.

- b) Temporary vacancies of less than three (3) months do not need to be posted and the Employer shall give first consideration to internal employees. Where such a position is filled by an existing employee, such employee's consent is required. Any appointee at the end of the temporary period shall be returned to his/her former position and status, and any other employee affected shall likewise be returned to his/her position or status.
- c) A Full-Time or Part-Time employee who desires to change their status to a Casual employee shall provide such request in writing and shall be moved to the Casual position if it is in the same program.

If an employee applies for a casual position outside of their current program and job description, the Employer may conduct an interview. The employee recognizes and agrees to give up their Full-Time or Part-Time status and all rights and benefits that are attached to this status. The only exception to this is that they will maintain their seniority.

### **12.02 Contract Employees**

- a) Employees may be hired for a specific term not to exceed eighteen (18) months to replace an employee who will be on approved leave of absence or to perform a special non-recurring task. The period of employment of such persons will not exceed the absentee's leave by more than seven (7) days before the start of the leave and no more than seven (7) days at the end of the leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
- b) This Article would not preclude such contract employees from using the job posting

provision under the Collective Agreement. If the contract employee is the successful applicant to a posting per Article 12.04 and completes the Trial Period per Article 12.05, the number of hours of work performed as a contract employee will be included in the calculation of seniority under Article 11.01 provided there has been no break in service longer than thirty (30) days between the end of the employment as a contract employee and the start of employment as an employee. It is understood that a Contract Employee must complete a probationary period.

- c) 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.

### **12.03 Information in Postings**

The job posting notice shall contain the following information: nature of the position, qualifications, shift and wage rate. Notices on such appointments shall also be posted. The Union will be supplied a copy of each posting.

### **12.04 Role of Seniority in Promotions, Transfers and Staff Changes** In making staff changes through:

- 1) A promotion
- 2) The filling of newly created position
- 3) The filling of a vacancy in the same classification

Where qualifications, skills, abilities, knowledge, experience and capacity to do the job are relatively equal, the appointment shall be made of the applicant with the greatest seniority.

#### **Deemed Qualified**

All employees are deemed qualified in the current program they are employed in as per the job description in effect.

### **12.05 Trial Period**

Employees promoted into a new position will have a trial period of twenty (20) shifts during which the Employer will determine if the Employee can satisfactorily perform the job. Within this period, the Employee may be returned to his or their former position by the Employer. The Employee will have a period of twenty (20) shifts during which they may voluntarily return to the position formerly occupied. In such cases, the filling of subsequent vacancies will be reversed.

### **12.06 External Postings**

In order to facilitate filling vacancies as quickly as possible, outside advertising for any vacancy shall only take place 5 days after positions are posted internally. Should the internal applicant and the external applicant have equal skills, abilities, knowledge and experience,

the employer shall give priority to the internal applicant.

### **12.07 Disclosure of Relationships**

Employees who are related or living in cohabitation, or spousal relationship with other employees, shall disclose this relationship to their manager. These employees shall not be in a situation where one is the other's supervisor, or in a position to evaluate, recommend, or grant work related privileges. In the event that such a situation should occur another supervisor shall evaluate, recommend, or grant work related privileges to said employee.

### **12.08 Return to Former Position**

All employees who fill vacancies as a result of the above absences shall likewise be returned to their positions.

### **12.09 Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments shall also be posted. The Union will be supplied a copy of each posting.

### **12.10 New Classification**

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Within seven (7) days of the rate being determined, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer no later than seven (7) days after being advised of the new rate. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date the new classification was first filled by the employee.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within ten (10) days of the meeting.

Any decision by an Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications. Any change awarded as a result of arbitration shall be retroactive only to the date the new classification was first filled by the employee.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes a classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the rate of pay.

## **12.11 Job Descriptions**

The Employer agrees to have the job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be shared with the Union and shall become the recognized job descriptions.

To be recognized the job description must first be discussed by the Labour Management Committee.

## **12.12 No Elimination of Present Classifications**

Existing classifications shall not be eliminated or changed without prior notification with the Union.

## **ARTICLE 13 - LAY OFFS AND RECALLS**

### **13.01 Definition of Lay-Off**

A lay-off shall be defined as the elimination of a position or

- i an employee who has a regular work week is laid off for a week if, in that week, the employee earns less than one-half the amount they would earn at his or their regular rate in a regular work week; and the week is not an excluded week.
- ii an employee who does not have a regular work week is laid off for a period longer than the period of a temporary lay-off if for more than 13 weeks in any period of 20 consecutive weeks they earn less than one-half the average amount they earned per week in the period of 12 consecutive weeks that preceded the 20-week period.

"excluded week" means a week during which, for one or more days, the employee is not able to work, is not available for work, is subject to a disciplinary suspension or is not provided with work because of a strike or lock-out occurring at his or their place of employment or elsewhere.

### **13.02 Lay-Offs of Part-Time Employee**

No Part-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more Casual employees.

### **13.03 No Lay-Off to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

**13.04** It is understood that employees cannot improve their job status (e.g. - move from part-time to full-time) through the bumping procedure caused by a layoff.

### **13.05 Notice of Lay-Off**

- a) The Employer shall give the Union and employees who are to be laid off, as much advance notice as possible, and in no case less than forty-five (45) calendar days prior to the effective day of layoff. Notice of lay-off will be in writing.
- b) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit. Any mutual agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

### **13.06 Advance Notice of Lay-Off**

During the period of notice, affected employees shall be allowed up to three (3) working days off without pay to engage in a job search and to attend to personal matters. Such days off are to be taken at a time agreed upon by the employee and the Employer.

### **13.07 Lay-Off Job Security**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of lay-off, employees shall be laid off in the reverse order of their seniority within the affected program, provided that the remaining jobs shall continue to be filled by qualified employees.

### **13.08 Lay-Off Procedure**

An employee in receipt of notice of layoff may:

- (a) Opt to resign and receive severance; or
- (b) Opt to retire, if eligible under the terms of the Pension Plan; or
- (c) May displace a worker on a bargaining unit wide basis if they
  - i) Have more seniority
  - ii) Have the necessary skills and abilities
  - iii) Meet bona fide occupational qualifications where applicable
  - vi) Displace into a position which has an equal or lower job rate than the job rate of their current position.

**13.09** An employee who chooses to exercise the right to displace another employee with lesser seniority, shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

**13.10** Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new Employee will be hired until those laid off have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of two weeks or less duration.

## **ARTICLE 14 – HOURS OF WORK**

### **14.01**

#### **a) Hours of Work**

The regular full-time hours of paid work shall be eight (8) hours per day.

Any shift of 5 hours or longer, shall include an uninterrupted paid thirty (30) minutes meal break. The meal break shall be scheduled based on operational requirements.

#### **b) Rest Periods**

For shifts of greater than 5 hours, all employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in the first half and the second half of the shift.

**c)** In no instance, will any employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

**d)** Two days off in a row shall be planned for all full-time employees.

**e)** The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.

**f)** No employee shall be required to work a split shift. Notwithstanding, an employee may choose to work a split shift, at their regular rate of pay, provided that overtime is not triggered.

**g)** The Employer shall provide, if needed, a refresher on Operation Procedures for employees who have not worked for a period of (6) months. The refresher shall be at a mutually agreed time.

### **14.02 Work Week Definition**

The work week shall be the period from Sunday to Saturday.

### **14.03 Minimum Hours**

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours. The reporting pay shall not apply whenever an employee has received prior notice not to report for work nor is it applicable to staff meetings, where the employee will be paid the actual time spent in the

meeting.

#### **14.04 Shift Exchanges**

Employees will be permitted to exchange days off, or shifts, with other employees, with management approval.

#### **14.05 Give Away Shifts**

With prior management approval, part-time and casual employees will be permitted to give away two shifts per month provided that the employee secures a replacement and communicates the name of the replacement to their manager. It is the responsibility of the employee taking the shift to report to work for the shift as scheduled. Should the replacement employee no longer be able to work the shift they must follow the procedure under Article 14.04, Shift Exchanges.

#### **14.06 Time Off Between Shifts**

Employees are to be allowed a minimum of twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Notwithstanding, an employee may choose to work another shift in the twelve (12) hour time frame at the regular rate of pay provided that overtime is not triggered.

#### **14.07 Standard/Daylight Savings Time**

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

#### **14.08 Shift Scheduler**

The employer will be responsible to manage, change, approve and find a shift replacement for days off, vacation, and leaves that have been requested with a minimum of fourteen (14) days' notice. Any schedule changes made without fourteen (14) days' notice will be at the employee's responsibility.

#### **14.09 Available Shifts**

Open and available shifts at the beginning of the shift booking period shall be sent to all employees via electronic means. Casual employees by seniority shall have priority over other employees to accept any available shift(s) if overtime is not triggered. For any additional shifts, the most senior employee shall be awarded the shifts of their choosing if overtime is not triggered.

#### **14.10 Notification to Employer**

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact in advance of the commencement or at least a minimum of two (2) hours before their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

#### **14.11 Casual Employees Availability**

- a)
  - i) No later than two (2) calendar months prior to the beginning of the month, the Employer shall send by email to all employees, not regularly scheduled forty (40) hours a week, a list of all shifts that are open and available for the upcoming two (2) months. Employees shall have seven (7) days to respond by email to this list outlining their desired shifts. Within seven (7) days of the deadline for submitting availability the employer will post the completed schedule for the upcoming two (2) months. The Employer shall assign all shifts per Article 14.09.
  - ii) Once this process is completed and if shifts become open and available throughout the month, the Employer shall send out new lists with the shifts that were not assigned in the first round (as outlined in 14.11 a) i) ) as well the shifts that have become open and available. For shifts that were not previously assigned, they shall be assigned on a first come/first served basis. For new shifts, employees shall have forty-eight (48) hours to respond by email to this list outlining their desired shifts. The Employer shall assign all shifts per Article 14.09.
- b) Any changes in availability must be negotiated and mutually agreed upon between the Employer and Employee. Agreement to such changes shall not be unreasonably withheld.
- c) Once the shift is accepted by a casual or part-time employee it is considered committed unless excused by bona fide reason.
- d) Casual employees shall not have grievance and arbitration rights in the event of termination if the Employee has not worked a minimum of one (1) shift, not including training hours, over a period of six (6) months and the employee has been notified of available shifts through the process defined in articles 14.09 & 14.11 a).
- e) Notwithstanding the above, 14.11 d) shall not apply to an Employee who has been granted an approved leave of absence.

#### **14.12 Cancelled Shifts**

Employees whose shifts are cancelled without at least forty-eight (48) hours' notice shall receive three (3) hours of pay

## **ARTICLE 15 – OVERTIME**

### **15.01 Overtime Defined**

The Employer shall determine when overtime will be worked. Overtime must be pre-approved in advance in writing by the Employer.

Overtime shall be defined as all hours worked in excess of forty-two (42) hours in a one week pay period.

### **15.02 Overtime Rates**

The Employer shall compensate the employee with one and a half (1 ½) hours of paid time off work for each hour worked in excess of forty-two 42 hours in a week.

### **15.03 Distribution of Overtime**

Overtime hours shall be offered in the following order:

- a) Employees currently on shift within the program, in order of seniority,
- b) Employees within the program, scheduled to start shift within 4 hours, in order of seniority,
- c) All other employees, in order to seniority.

## **ARTICLE 16 – HEALTH AND SAFETY**

### **16.01 Health and Safety**

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its Regulations as amended from time to time. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness. As such, the Union further agrees to endeavour to promote a health and safety culture.

The Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

### **16.02 Terms of Reference and Minutes of JHSC Meetings**

In accordance with the requirements under the *OHSA*, the Employer shall post the Terms of Reference and Minutes of JHSC Meetings on the Health and Safety bulletin board.

### **16.03 Jurisdiction of JSC Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

**16.04 Health and Safety Clothing and Equipment**

The Employer shall provide all employees with all the necessary Personal Protective Equipment required. These shall be maintained and replaced, where necessary, at the Employer's expense.

**16.05 Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized, or disciplined, for refusing to work on a job or in any workplace, or to operate any equipment where they believe that it would be unsafe or unhealthy for herself, an unborn child, children in care, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or any seniority during the period of refusal. No employee shall be ordered or permitted to work on a job, which another worker has refused, until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

**16.06 Injury Pay Provision**

An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

An employee who has received payment under this section, and who is unable to schedule subsequent treatment outside of working hours, shall be allowed to draw on their sick leave bank to receive pay for time necessarily spent for further medical treatment of the injury, subsequent to the day of the accident.

**ARTICLE 17 – HOLIDAYS**

**17.01 List of Holidays**

The Employer recognizes the following as paid holidays:

- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |

**17.02 Holiday Qualifications**

In order to be entitled to receive payment for these holidays, the employee must work their scheduled working day immediately preceding or the working day following the holiday unless on a leave of absence or absent due to illness.

**17.03 Payment for Working on a Holiday**

- a) If an employee works on any of the holidays, the employee shall be paid at the rate of time and one half (1½) their regular hourly rate of pay for all hours worked on such holiday, and

public holiday pay for the day.

- b) When any of the above noted holidays fall on an employee's regularly scheduled day of work, the employee may request the day off and be remunerated as defined in article 18.04.

#### **17.04 Holidays for Days Off**

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive public holiday pay for the holiday.

#### **17.05 Christmas or New Year's Off**

Upon request an employee shall have at least Christmas or New Year's Day off.

#### **17.06 Floating Days**

All full-time employees shall receive two (2) days off with pay per calendar year unless an employee is hired on or after July 1<sup>st</sup>. In this case, the employee shall receive one (1) day off with pay in the year in which they were hired. Float days will be taken on a day mutually agreed upon between the Employer and the employee.

The Employer agrees to grant Part-Time Employees one regular shift as a floating day off with pay per calendar year to be taken on a day mutually agreed upon between the Employer and the Employee.

Full Time and Part Time Employees will also have their birthday off to be taken at a reasonable time of the year in the year it was earned.

If the Employee fails to take their floating days or their birthday off, these days cannot be carried over or cashed out.

- 17.07** An employee may request that the Employer substitute up to three (3) of the holidays for cultural or religious observances. The employee will request this substitution in writing at the beginning of each calendar year. Any additional time off required to attend religious services will be drawn against the employee's vacation days or taken as leave without pay as requested by the employee.

#### **17.08 Christmas Relief**

All casual employees must work, if offered, at least one (1) shift (minimum 8 hours) on either December 24<sup>th</sup>, December 25<sup>th</sup>, December 31<sup>st</sup> or January 1<sup>st</sup>. Casual employees interested in filling one or more entire weekly block of vacations and holidays shifts during the Christmas period shall submit their interest before October 20<sup>th</sup>. Weekly blocks shall be given based on seniority.

## **ARTICLE 18 – VACATIONS**

### **18.01 Vacation Entitlement Year**

Annual vacation entitlement is based on a calendar year, from January 1 to December 31.

### **18.02 Length of Vacation**

Full-Time Front Desk employee's effective the date of signing of this Agreement, who have:

- a) less than ten (10) years of continuous employment service shall earn fifteen (15) days of vacation pay per calendar year at a rate of 1.25 days for every month that the employee works at least ten (10) days.
- b) More than ten (10) but less than fifteen (15) years of continuous employment service shall earn twenty (20) days of vacation time with pay at a rate of 1.67 days for every month that the employee works at least ten (10) days.
- c) More than fifteen (15) years of continuous employment service shall earn twenty-seven (27) days of vacation time with pay at a rate of 2.25 days for every month that the employee works at least ten (10) days.

Full-Time Housing Program employees who have:

- a) less than fifteen (15) years of continuous employment service shall earn twenty-two (22) days of vacation pay per calendar year at a rate of 1.83 days for every month that the employee works at least ten (10) days.
- b) fifteen (15) years or more of continuous employment service shall earn twenty-seven (27) days of vacation time with pay at a rate of 2.25 days for every month that the employee works at least ten (10) days.

Part-time and Casual employees who have:

- a) Less than 5999 accumulated hours worked are entitled to vacation pay at 4%.
- b) More than 6000 but less than 10,999 accumulated hours worked or 5 years or more of employment are entitled to vacation pay at 6%.
- c) More than 11,000 accumulated hours worked are entitled to vacation pay at 8%.

### **18.03 Illness During Vacation**

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that a serious illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

#### **18.04 Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

#### **18.05 Vacation Pay on Termination**

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

#### **18.06 Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in one-week periods to a maximum of (3) three consecutive weeks, unless otherwise mutually agreed upon between the employee concerned and the Employer.

#### **18.07 Summer Vacation Relief**

Casual employees interested in filling one or more entire weekly block of vacation and holiday shifts for the summer period shall submit their interest before April 20<sup>th</sup>. Weekly blocks shall be given based on seniority.

#### **18.08 Vacation Scheduling – Summer**

Employees, who do not submit their vacation request prior to April 1<sup>st</sup> of any year, may have their vacation request approved, provided that it does not disrupt the operational requirements of the Centre. Such requests will be considered on a first come, first served basis. Vacation schedules shall not be changed unless mutually agreed to by the employee and Employer.

#### **18.09 Vacation Scheduling – Christmas Period**

Employees, who do not submit their vacation request prior to October 1<sup>st</sup> of any year, may have their vacation request approved, provided that it does not disrupt the operational requirements of the Centre. Such requests will be considered on a first come, first served basis. Vacation schedules shall not be changed unless mutually agreed to by the employee and Employer.

#### **18.10 Seniority in Vacation Preference**

Employees are encouraged to discuss with co-workers their vacation plans and try to coordinate their vacation by March 31<sup>st</sup>. In the event of conflict, vacations will be granted, first on the basis of seniority, for employees making application prior to March 31<sup>st</sup> of each calendar year. Vacation requests submitted on or after April 1<sup>st</sup> will be granted in order of their date of submission.

### **18.11 Approved Leave of Absence during Vacation**

Where an employee qualifies for sick leave, bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Employer may ask for reasonable proof of illness or bereavement, should an employee claim entitlement under this clause.

### **18.12 Vacation Pay on Retirement**

On normal retirement, an employee shall be entitled to the vacation or vacation pay that has been earned and accumulated for their use.

## **ARTICLE 19 – SICK LEAVE**

### **19.01 Sick Leave Defined**

The period of time that an employee is unable to perform the assigned duties by virtue of illness or disability.

### **19.02 Amount of Sick Leave**

Full time employees sick leave shall be earned on the basis of one and one-half (1 1/2) days for every month of service.

Part Time employees shall be entitled to 2 sick day's or 16 hours of sick time per calendar year.

### **19.03 Definition of month**

For the purpose of this Article, the word "month" shall mean a calendar month.

### **19.04 Proof of Illness**

If the Employer is requesting a medical certificate for any reasons and if there is a cost to the employee, it will be paid for by the Employer.

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. In addition, the Employer may require such certificate for an absence of less than three (3) days where there is a pattern of absenteeism or excessive absenteeism.

The employer may, at its discretion, require that the employee be examined by a medical practitioner of the employee's choice, for the purpose of evaluating the employee's fitness to return to work.

### **19.05 Accumulation and Payment of Sick Leave**

Full-Time and Part Time Employees may carry up to one hundred and twenty (120) days forward to the next calendar year.

The Employer shall through the payroll system, continue to provide, to each employee, the total of their sick leave accumulation.

**19.06** A Full-Time employee with more than three (3) years of service, who has exhausted their sick leave credits may apply in writing, subject to approval by the Employer, for sick leave advance to a maximum of nine (9) days. Such approval shall not be withheld without just cause.

Upon returning to work, the employee shall repay the extension of sick leave credits in full, at a rate of one-half (½) of monthly sick leave accumulation.

No employee shall be granted further extension of sick leave credits, until the advance has been repaid in full. Should the employee resign or be terminated from the position, the value of the non-accrued leave shall be repaid in full from the employee's final pay cheque. This benefit is only available to an employee once every five-year period.

### **19.07 Medical Appointments**

Employees will make every attempt to schedule medical appointments for themselves and dependents outside their normal working hours or at the beginning or end of a workday. Whenever possible, appointments will be scheduled in advance to allow for proper staffing. Time taken for appointments will be charged against sick leave credits.

## **ARTICLE 20 – LEAVES OF ABSENCE**

### **20.01 General Leave**

An employee who has accumulated at least two (2) years of seniority from the date of hire, may be entitled to a leave of absence for up to a maximum of one (1) year, without pay and without loss of seniority, where in the Employer's opinion, circumstances warrant. All requests shall be in writing and subject to approval by the Employer. Such approval shall not be unreasonably withheld.

The Employer has the right to consider the staffing needs and the stability of the programs in its decision.

#### **Employee Benefits during General Leave**

During the period of General Leave, employees will be entitled to benefit coverage up to the end of the month in which the leave commenced. Employees may opt to continue benefit coverage, for the duration of their leave up to a maximum of 120 days, provided they cover the full cost of such benefits. The Employer has the right to request that the employee provide monthly post-dated cheques to cover the benefit costs.

### **20.02 Leave of Absence for Full-Time Union or Public Duties**

An employee who is elected or selected for a full-time position with the Union or who is elected to public office, may be entitled to a leave of absence for up to a maximum of two (2) years or agree upon on the length of time without pay and without loss of seniority.

### **20.03 Leave of Absence for Union Functions**

Upon request from the Union, the Employer shall grant a leave of absence, with pay and without loss of benefits or seniority, to employees appointed or elected to represent the Union, at Union conventions, seminars, educational classes and to perform other Union business.

Approval of such leave shall be subject to operational requirements but shall not be unreasonably denied. The Union shall provide as much written notice as possible, but in any event, no less than four (4) weeks' notice of such leaves.

The Union agrees to reimburse the Employer for the costs of replacing an employee taking Union leave under this Article.

### **20.04 Bereavement Leave**

- a) In the event of death of a member of the employee's immediate family, the Employee shall be granted a leave of absence for four (4) consecutive days in a seven-day period. The Employer will pay for those shifts that the employee is scheduled to work during the leave period. Where the burial occurs at a locale in excess of 500 kilometers, such leave shall include reasonable travelling time. The total leave shall not exceed seven (7) working days or unless agree upon by both parties.
- b) In the event of death of a member of the employee's extended family, the Employee shall be granted a leave of absence for two (2) consecutive days in a seven-day period. The Employer will pay for the shift that the employee is scheduled to work during the leave period.

In the event that the funeral is held in excess of five hundred (500) kilometers from the Employee's primary place of residence, two (2) extra consecutive days within the same seven-day period shall be granted.

- c) The Employer may require an employee who takes leave under this Article to provide evidence reasonable in the circumstances that the employee is entitled to the leave.
- d) The Employer may grant a Full-Time Employee the right to substitute unpaid days of Personal Emergency Leave with up to five (5) days of accumulated sick leave for the illness, injury, medical emergency, or an urgent matter that concerns a member of the employee's immediate family. This substituted sick leave will count towards the employee's unpaid Personal Emergency Leave entitlement under the *Employment Standards Act, 2000*.

### **20.05 Family Responsibility Leave**

- a) Full-Time employees may use up to five (5) days of sick leave per calendar year for the purposes of:
  - i) attending to the temporary care of a sick family member living in the same household, and the employee's mother and father;

- ii) attending to major, non-recurring home emergencies outside of the employee's control;
  - iii) attending a child's school interview at which the parent's attendance is necessary.
- b) In order to qualify for family responsibility leave, the employee shall:
- i) provide as much notice to the Employer as reasonably possible;
  - ii) provide to the Employer valid reasons why such leave is required; and
  - iii) where appropriate, and in particular with respect to 19.06, have endeavored to a reasonable extent to schedule such events during off duty hours.

#### **20.06 Family medical leave and family caregiver leave**

Family medical leave and family caregiver leave will be granted in accordance with the *Employment Standards Act, 2000*.

#### **20.07 Pregnancy and Parental Leave**

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, the Employer may require a legally qualified medical practitioner note stating the estimated day upon which delivery will occur.

- b) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- c) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that they intend to take parental leave.

#### **20.08 Parental Leave**

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- b) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.

Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.

- c) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- d) Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

#### **20.09 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service, and the amount of pay received.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

#### **20.10 Education Leave**

Where employees are required by the Employer to take courses in order to upgrade acquire new or renew employment qualifications, the Employer shall pay the full cost associated with the courses without loss of pay.

#### **20.11 Personal Emergency Leaves**

- a) Employees must notify their supervisor with as much notice as possible of the nature and length of the leave required.
- b) The Employer may require an employee who takes leave under this Article to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

#### **20.12 Special Leave**

Full time employees shall be allowed to draw from their sick leave bank for leave of absence, with pay and without loss of seniority and benefits, for a total of up to seven (7) days per calendar year for the following reasons:

## Reason for Leave of Absence

Birth of employee's or spouse's child	up to three (3) days
Moving own household	one (1) day
Serious fire or flood in employee's household	up to three (3) days
Serious household or domestic emergency	one (1) day
Formal hearing to become a Canadian Citizen	one (1) day
Marriage or divorce	up to four (4) days
When no one other than the employee can provide care in the case of illness/injury of a member of their immediate family, or of another person who is a dependent of the family	up to five (5) days

## ARTICLE 21 – BULLETIN BOARD

**21.01** Reasonable space on the bulletin board will be made available to the Union as the officially authorized site for the posting of official Union notices. Posting of notices or other materials shall require the prior approval of the Employer, except notice of meetings of their members and elections, the names of the Union's representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

## ARTICLE 22 - EMPLOYEE BENEFITS

### 22.01 Parking:

The Employer shall maintain the current practice.

### 22.02 Benefits for Part-Time Employees

A part-time employee who works a regularly scheduled work week of more than 24 hours, shall be entitled to participate in the group benefits plan.

### 22.03 Shift Premium

An employee who works during the hours between 9.00 pm and 7.00 am inclusive, shall receive a shift premium of one dollar (\$1.00) for all hours worked in that period.

### 22.04 Group Benefits Booklet

The Union shall be provided with a current copy of the Booklet of all insured benefits.

### 22.05 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

## **22.06 Pension Plan**

The Employer agrees to continue its present practice regarding the Pension Plan.

**22.07 Mileage** - An employee required by the Employer to conduct Employer business away from the premises will be reimbursed for mileage, at the association rate, and parking so long as a receipt is provided.

## **ARTICLE 23 – GENERAL**

### **23.01 Proper Conditions**

Accommodations shall be provided, wherever possible, for employees to have their meals, and store and change their clothes away from the clients.

### **23.02 Uniforms**

Employees shall not be required to wear an Employer issued uniform while on duty. Employees shall be provided with a YMCA nametag, with the first name only, to which they will wear prominently.

### **23.03 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to post electronically, as well as hard copy on the Union bulletin board within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement.

### **23.04 Software Changes**

The Employer will notify the employees in advance of any major computer software change and will provide adequate training on said software during its implementation.

### **23.05 Present Conditions to Continue**

All rights, benefits, privileges, practices and working conditions which employees now enjoy, receive, or possess shall continue insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

**23.06** Upon receipt of written request from an employee the employer shall provide a letter of employment.

## **ARTICLE 24 – WAGES**

**24.01** Attached hereto and forming part of this collective agreement is Schedule "A" setting out the classifications and the appropriate rates of pay within the term of collective agreement as follows:

## **24.02 Overpayment**

In the event of an overpayment, the Employer shall advise the employee in writing of such overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred and a proposed schedule of recovery with respect to said overpayment. Such recovery agreement

will be in mutual consent with the employee and the employer. In case that the employee ends their employment with the Employer, the employee will be responsible to maintain the recovery schedule until the balance is paid off. The Union shall be informed in writing at the same time as the employee.

## **24.03 Pay Days**

The Employer agrees that wages will be paid bi-weekly on every second Thursday.

On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the pay statement.

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next pay.

## **ARTICLE 25 – DURATION**

### **25.01 Effective Date**

The term of this Agreement shall be from July 1, 2023, to June 30, 2026, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

### **25.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed in Ottawa, Ontario, this 28 day of September, 2024.

**FOR THE EMPLOYER**

Morgan Belle  
Morgan Belle (Sep 27, 2024 11:03 EDT)

[Signature]

Andrew Smith  
Andrew Smith (Sep 30, 2024 12:33 EDT)

\_\_\_\_\_

**FOR THE UNION**

Kimberley D Brousseau

Deborah Hicks

Christina Roy  
Christina Roy (Sep 26, 2024 16:51 EDT)

Justin Doré  
**Justin Doré**  
**CUPE National Servicing Representative**

**SCHEDULE - "A"**

<b>Job Title</b>	<b>Effective Date</b>		
<b>Front Desk Security</b>	July 1, 2023	July 1, 2024	July 1, 2025
	-	-	-
	June 30, 2024	June 30, 2025	June 30, 2026
Start	\$18.23	\$18.77	\$19.34
<b>Housing Services Support Clerk and Security</b>	July 1, 2023	July 1, 2024	July 1, 2025
	-	-	-
	June 30, 2024	June 30, 2025	June 30, 2026
Start	\$18.23	\$18.77	\$19.34
<b>Housing Services Support Clerk</b>	July 1, 2023	July 1, 2024	July 1, 2025
	-	-	-
	June 30, 2024	June 30, 2025	June 30, 2026
Start	\$18.23	\$18.77	\$19.34
<b>Housing Services Administrative Clerk</b>	July 1, 2023	July 1, 2024	July 1, 2025
	-	-	-
	June 30, 2024	June 30, 2025	June 30, 2026
Start	\$18.90	\$19.47	\$20.05
<b>Housing Support Worker</b>	July 1, 2023	July 1, 2024	July 1, 2025
	-	-	-
	June 30, 2024	June 30, 2025	June 30, 2026
Start	\$22.39	\$23.06	\$23.75
<b>Second Stage Youth Housing Case Manager</b>	July 1, 2023	July 1, 2024	July 1, 2025
	-	-	-
	June 30, 2024	June 30, 2025	June 30, 2026
Start	\$23.33	\$24.03	\$24.75
<b>Supportive Housing Services Case Manager</b>	July 1, 2023	July 1, 2024	July 1, 2025
	-	-	-
	June 30, 2024	June 30, 2025	June 30, 2026
Start	\$23.33	\$24.03	\$24.75
<b>Shelter Housing Case Manager</b>	July 1, 2023	July 1, 2024	July 1, 2025
	-	-	-
	June 30, 2024	June 30, 2025	June 30, 2026
Start	\$23.33	\$24.03	\$24.75

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**YMCA - NATIONAL CAPITAL REGION**

**(“Employer”)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL [5209] (HOUSING)**

**(“Union”)**

**(Collectively the “Parties”)**

**RE: Proper Conditions**

The Parties acknowledge the importance of providing proper accommodations for employees to have their meals and store and change their clothes away from the clients, in accordance with Article 23.01 of the Collective Agreement.

There is a recognition of structural and financial impediments at the YMCA-to providing such proper accommodation at this time and that in an effort to conclude bargaining for the Collective Agreement expiring on June 30, 2026, the Parties agree to this Letter of Understanding and the following points:

1. The issue of proper accommodation will be a standing item on the Labour Management Committee agenda.
2. The Employer agrees to make its best effort to provide proper accommodations to the employees of the bargaining unit.
3. The Employer agrees to review and assess all possible options for proper accommodation as presented by members of the Union officers on the LMC.

This Letter shall form part of the Collective Agreement.

Signed in Ottawa, Ontario, this 28 day of September, 2024.

**FOR THE EMPLOYER**

Morgan Belle  
Morgan Belle (Sep 27, 2024 11:03 EDT)

[Signature]

Andrew Smith  
Andrew Smith (Sep 26, 2024 2:44:01)

\_\_\_\_\_

**FOR THE UNION**

Kimberley D Brousseau

Deborah Hicks

Christina Roy  
Christina Roy (Sep 26, 2024 16:51 EDT)

Justin Doré

**Justin Doré  
CUPE National Servicing Representative**

:pd\*cope/sepb 491 

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**YMCA - NATIONAL CAPITAL REGION**

**(“Employer”)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL [5209] (HOUSING)**

**(“Union”)**

**(Collectively the “Parties”)**

**RE: Vacation Part-Time Employees Article 18.02**

During bargaining, the Parties discussed how Part-Time employees are paid vacation and agreed that, in principle, to the concept of allowing Part-Time employees to bank vacation pay.

Given current constraints of the payroll system, the Parties agree to the following points:

1. The issue of banking vacation pay for Part-Time employees will be a standing item on the Labour Management Committee agenda.
2. The Employer agrees to explore viable alternatives to implement this system of banking vacation pay for Part-Time employees.
3. Labour Management Committee will invite other subject matter experts as needed, to provide updates on a possible implementation schedule, as related to this issue.

This Letter shall form part of the Collective Agreement.

Signed in Ottawa, Ontario, this 28 day of September, 2024.

**FOR THE EMPLOYER**

Morgan Belle  
Morgan Belle (Sep 27, 2024 11:03 EDT)

[Signature]

Andrew Smith  
Andrew Smith (Sep 30, 2024 12:33 EDT)

\_\_\_\_\_

**FOR THE UNION**

Kimberley D Brousseau

Deborah Hicks

Christina Roy  
Christina Roy (Sep 26, 2024 16:51 EDT)

Justin Doré

**Justin Doré  
CUPE National Servicing Representative**

:pd\*cope/sepb 491 

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**YMCA - NATIONAL CAPITAL REGION**

**(“Employer”)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL [5209] (HOUSING)**

**(“Union”)**

**(Collectively the “Parties”)**

**RE: Article 17.06 Float Days**

The Parties agree to discuss the issue of carryover of Float Days at Labour Management Meeting. The Employer shall allow for carry over of Float Days for CUPE 5209 bargaining unit members when the HR policy on this matter is changed. For greater clarity, Article 17.06 shall be amended without the need to convene the Bargaining Committees. Article 17.06 will read:

“The Employer agrees to grant Float Days can be carried over but cannot be cashed out. If the Employee fails to take their birthday off, these days cannot be carried over or cashed out.”

This Letter shall form part of the Collective Agreement.

Signed in Ottawa, Ontario, this 28 day of September, 2024.

**FOR THE EMPLOYER**

**FOR THE UNION**

Morgan Belle  
Morgan Belle (Sep 27, 2024 11:03 EDT)

Kimberley D Brousseau

[Signature]

Deborah Hicks

Andrew Smith  
Andrew Smith (Sep 30, 2024 12:33 EDT)

Christine Roy  
Christine Roy (Sep 26, 2024 16:51 EDT)

\_\_\_\_\_

Justin Doré  
Justin Doré  
CUPE National Servicing Representative

:pd\* cope/sepb 491

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**YMCA - NATIONAL CAPITAL REGION**

**(“Employer”)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL [5209] (HOUSING)**

**(“Union”)**

**(Collectively the “Parties”)**

**RE: Pay Equity**

**WHEREAS** during bargaining the Union raised the obligation and importance for the Employer to ensure Pay Equity is completed on a regular basis pursuant to *the Pay Equity Act of Ontario*.

**AND WHEREAS** during bargaining the Employer presented the internal YMCA Pay Equity Plan from 1992, the internal YMCA Job Evaluation System from 2005, the internal National Capital Region YMCA Job Evaluation tool, and indicated that across the YMCA federation there is a current plan to address Pay Equity within the organization;

**NOW THEREFORE**, the parties agree to the following:

1. The Employers agrees that they are under an obligation pursuant to the *Pay Equity Act of Ontario* to ensure Pay Equity is completed on a regular basis.
2. The parties agree that Pay Equity will be addressed based on the internal YMCA job evaluation tools, policies, and federation plans.
3. The parties agree that all jobs within the bargaining unit must be reviewed through the internal job evaluation system and the current plan to address Pay Equity.
4. The Employer agree that the internal YMCA job evaluation tools, policies, and federation plans will be shared with the Union and reviewed through the Labor Management Committee.
5. The Employer agrees to provide regular updates about the progress of this project and to consult the labour management committee in a timely manner.

This Letter shall form part of the Collective Agreement.

Signed in Ottawa, Ontario, this 28 day of September, 2024.

**FOR THE EMPLOYER**

Morgan Belle  
Morgan Belle (Sep 27, 2024 11:03 EDT)

[Signature]

Andrew Smith  
Andrew Smith (Sep 30, 2024 12:33 EDT)

\_\_\_\_\_

**FOR THE UNION**

Kimberley D Brousseau

Deborah Hicks

[Signature]  
Christina Roy (Sep 26, 2024 16:51 EDT)

[Signature]  
**Justin Doré**  
**CUPE National Servicing Representative**