

**AGREEMENT BETWEEN**

**THE CANADIAN CENTRE FOR OCCUPATIONAL  
HEALTH AND SAFETY**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA  
UNE LOCAL 00394**

**Effective April 1, 2022 - March 31, 2026**

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ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships amongst the Employer, the Alliance, and Employees and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.

ARTICLE 2

INTERPRETATIONS AND DEFINITIONS

2.01 For the purpose of the Agreement.

- a) "Alliance" means the Public Service Alliance of Canada.
- b) "bargaining unit" means the Employees of the Employer described in Article 4, Recognition;
- c) "continuous employment" means uninterrupted employment with the Employer;
- d) "Centre" means the Canadian Centre for Occupational Health and Safety
- e) "daily rate of pay" means an Employee's weekly rate of pay divided by five (5);
- f) "day of rest" in relation to a full-time Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of their position;
- g) "Employee" means a person so defined in the Canada Labour Code, and who is a member of the bargaining unit;
- h) "Employer" means the Canadian Centre for Occupational Health and Safety;
- i) "fiscal year" means the period of time from April 1st of one calendar year to March 31st of the following calendar year, inclusive;
- j) "holiday" means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a holiday in this Agreement;
- k) "hourly rate of pay" means a full-time Employee's rate of pay divided by thirty-seven point five (37.5);
- l) "lay-off" means the termination of an Employee's employment because of lack of work or because of the discontinuance of a function;
- m) "leave" means authorized absence from duty by an Employee during their regular or normal hours of work;

- n) "membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the organization, and shall not include any initiation fee, insurance premium, special levy, or any other deductions;
- o) "spouse" will, when required, be interpreted to include "common-law partner";
- p) a "common-law partner" relationship exists when, for a continuous period of at least one year, an Employee has lived with a person, publicly represented that person to be their partner and continues to live with the person as if that person were their spouse;
- q) "overtime" means:
  - i) in the case of a full-time Employee, authorized work in excess of their scheduled hours of work;
  - or
  - ii) in the case of a part-time Employee, authorized work in excess of the normal daily or weekly hours of work of a full-time Employee, but does not include time worked on a holiday;
- r) "straight time rate of pay" means an Employee's hourly rate of pay;
- s) "time and one-half" means one and one-half (1 1/2) times the Employee's hourly rate of pay;
- t) "double time" means two (2) times the Employee's hourly rate of pay;
- u) "weekly rate of pay" means an Employee's annual rate of pay divided by fifty-two point one seven six (52.176);

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code.



ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance, Employees, and the Employer.
- 3.02 Both the English and French texts of this Agreement shall be official.
- 3.03 Throughout this Agreement, expressions referring to Employees or the masculine or feminine gender, are meant for all Employees, regardless of their gender.
- 3.04 Four categories of Employees are recognized by the Parties:
- a) Indeterminate, full-time (permanent, 37 ½ hours in a week)
  - b) Indeterminate, part-time (permanent, less than 37 ½ hours in a week)
  - c) Term, full-time (specified period of employment, 37 ½ hours in as week)
  - d) Term, part-time (specified period of employment, less than 37 ½ hours in a week)
- 3.05 It is agreed that Union dues shall be paid by Employees who perform bargaining unit work in the above categories, on a pro rata basis, only in relation to their weekly hours of work.
- 3.06 In addition, any benefit entitlement for Employees in these categories shall be on a pro rata basis only in relation to their weekly hours of work.

ARTICLE 4

RECOGNITION

- 4.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all Employees of the Employer as defined in the certificate issued by the Canada Industrial Relations Board (CIRB) on September 7, 2021. The Parties agree that, pursuant to the CIRB process, this certificate may be superseded and re-issued during the life of this Collective Agreement without the need to amend this Collective Agreement.
- 4.02 The Canada Industrial Relations Board has the exclusive authority to determine the appropriate bargaining unit and once so defined, only the CIRB has the authority to amend or alter the unit.
- 4.03 Any proposal to exclude a position from the bargaining unit shall be submitted in advance to a PSAC Essential Services and Exclusions Officer who is the spokesperson for the certified bargaining agent with regards to any and all exclusion and bargaining certificate matters. The Local Union shall be copied on any such correspondence.
- 4.04 No Employee within the bargaining unit shall be asked or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Employer shall be entitled to exercise all the rights of Management excepting only those rights that are clearly and specifically relinquished or restricted in this Agreement.
- 5.02 As illustrative of the rights of Management possessed and retained, but in no way to be construed as a limitation, the Employer shall have the exclusive right: to manage the operations of the Centre, to determine the staffing and work complement of the organization, and to determine the schedules and hours of work, the standards of performance and job qualifications required in positions, work methods and procedures, the kinds and locations of equipment, organization structure, etc.
- 5.03 The Union also acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, assign, classify or otherwise suspend, discipline or discharge any Employee who has completed their probationary period of employment, for just cause, provided that a claim by an Employee who has completed their probationary period of employment, that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 5.04 The Employer also has the right to make, alter and enforce from time to time, policies, rules and regulations to be observed by Employees.
- 5.05 The responsibilities set forth in this section and/or otherwise retained by management shall be exercised in conformity with the other provisions of this Agreement in a fair and reasonable manner.

ARTICLE 6

CHECK-OFF

- 6.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all Employees in the bargaining unit. Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 6.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee.
- 6.03 For the purpose of applying Clause 6.01 of this Article, deductions from pay for each Employee in respect of each calendar month will start with the first (1<sup>st</sup>) full calendar month of employment to the extent that earnings are available.
- 6.04 An Employee who satisfies the Employer and the Union to the extent that they declare in an affidavit that they are a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents them as a matter of conscience from making financial contributions to an Employee organization and that they will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the Employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 6.05 No other Employee organization as defined in the Canada Labour Code other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of Employees in the bargaining unit.
- 6.06 The amount deducted in accordance with Clause 6.01 of this Article shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on their behalf.
- 6.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 7

INFORMATION

- 7.01 Each quarter, the Employer agrees to supply the Alliance, the Local President or designate with the name, classification, date of hire, end of contract (if applicable), employment status (i.e., indeterminate, term), hours of work (full-time, part-time), work location, position title, unit, email addresses, telephone numbers and mailing addresses of each Employee.
- 7.02 Upon hire, the Employer shall notify the Local President or designate of the name, classification, date of hire, work location, position title and unit of the new employee.
- 7.03 The Employer agrees to supply each Employee with a copy of the Collective Agreement and will do so within sixty (60) days of the signing of the Collective Agreement.
- 7.04 Every Employee shall become a member of the union on date of hire. The Employer agrees as part of the documentation process to have new Employees complete and sign the union application card.
- 7.05 The Employer agrees to provide to the President of the Local Union a copy of the Employer's organization chart, as amended from time to time.

ARTICLE 8

USE OF EMPLOYER FACILITIES

8.01 Bulletin Boards

- a) The Employer agrees to provide the Alliance with a reasonable number of bulletin boards for their use;
- b) the Employer also agrees to provide space on the internal network for an electronic bulletin board for the Alliance Local to post notices;
- c) the Alliance shall avoid requests for posting of notices which, the Employer, acting reasonably, could consider adverse to its interests or the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except matters related to the business affairs of the Alliance. Such approval shall not be unreasonably withheld.

8.02 A representative of the Alliance may be permitted access to the Employers' premises to assist in the resolution of a complaint or grievance and to attend meetings called by Management or the Union. Permission to enter the premises shall, in each case, be obtained in writing from one of the following Employer representatives: President and Chief Executive Officer, Director of Human Resources, or Vice President, Operations.

ARTICLE 9

UNION REPRESENTATIVES

- 9.01
- a) The Employer acknowledges the right of the Alliance to appoint Employees as Union Representatives.
  - b) The Union shall notify the Employer in writing of the names, positions, and jurisdictions of its Representatives. The Union shall determine the jurisdiction of each Representative, having regard to the plan of organization, the number and distribution of Employees at the workplace and the administrative structure implied by the grievance procedure. Where the Parties are unable to agree in consultation, then any dispute in this respect shall be resolved by the grievance/arbitration procedure.
  - c) A Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate Employee complaints or to meet with local Management for the purpose of dealing with grievances and to attend grievance hearings and meetings called by Management. Such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to their supervisor before resuming their normal duties.

ARTICLE 10

LEAVES WITH AND WITHOUT PAY  
FOR UNION REPRESENTATION PURPOSES

- 10.01 The Employer will grant leave with pay to the grievor and a Union Representative representing the Alliance before an Arbitration Board.
- 10.02 The Employer will grant leave with pay to an Employee called as a witness by an Arbitration Board and leave with pay to an Employee called as a witness by the Alliance.
- 10.03 When operational requirements permit, the Employer will grant leave without pay to an Employee for the purpose of attending or preparing for contract negotiation meetings on behalf of the Alliance. The Employer shall then invoice the Alliance for the actual gross salary cost and benefits for each Employee. The Alliance shall then reimburse the Employer by remitting the equivalent amount within thirty (30) days of the receipt of the invoice.
- 10.04 When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of Employees for attendance at conventions of the Alliance, the component, the Canadian Labour Congress, and the Ontario Federation of Labour.
- 10.05 When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of Employees for attendance at Union training courses.
- 10.06 When operational requirements permit, the Employer will grant leave without pay to an Employee who is required to replace or assist an Alliance representative to perform Alliance business.
- 10.07 An Employee who has been elected or appointed to a full-time office of the Alliance and/or the Local shall be entitled to leave without pay for the period during which they are elected or appointed to hold office.
- 10.08 An Employee who returns to the bargaining unit after a period of leave without pay for full-time Union activities granted under Clause .07 above shall have the time spent on such leave credited for purposes of calculating length of service. Such an Employee shall be reassigned on their return to the bargaining unit, operational requirements permitting, to a classification and current salary level reasonably comparable to that which they had prior to such leave.



- 10.09        The Employer shall grant leave with pay to the local union President (or their designate) to meet for up to one (1) hour with each new member during regular working hours, for the purpose of introducing the new employees to the union, the collective agreement and the benefits and duties of union membership. Such a meeting will occur within four (4) weeks of the employee commencing employment.

ARTICLE 11

DISCIPLINE AND DISCHARGE

- 11.01 The Employer and the Union recognize the principle of progressive discipline. Discipline shall be corrective and constructive in nature. Based on this principle, any disciplinary action shall be fair, responsible, and commensurate with the seriousness of the violations.
- 11.02 When an Employee is suspended from duty, the Employer undertakes to notify the Employee in writing of the reason for such suspension. The Employer shall give such notification at the time of suspension.
- 11.03 The Employer shall notify the local Union Representative of the Alliance that such suspension has occurred.
- 11.04 (a) When an Employee is required to attend a meeting, with the Employer, the purpose of which is to conduct a fact-finding hearing concerning them or to render a disciplinary decision, the Employee will be advised of the right to Union representation and will be entitled to have at their request, a Union Representative attend the meeting. Where practicable, an Employee will receive a minimum of two days' notice of such a meeting.
- (b) In the event that an Employee has been disciplined, such Employee will be provided in writing, the reasons which caused the discipline and the corrective action required.
- (c) The Employer shall notify the Local President or designate of the Union that a disciplinary decision has occurred within three (3) working days.
- 11.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an Employee the content of which the Employee was not aware of at the time of filing of the grievance or within a reasonable period thereafter.
- 11.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an Employee, shall be destroyed after twelve (12) months have elapsed for a warning and eighteen (18) months for a suspension, provided that no further disciplinary action has been recorded during this period.
- 11.07 In the case of discipline or discharge the burden of proof of just cause shall rest with the Employer.

ARTICLE 12

GRIEVANCE PROCEDURE

12.01 The parties agree that discussions should take place between Employees and Employer and Alliance representatives to resolve any problems or differences that may arise. This grievance procedure is not intended to preclude any such discussions.

Definition of Employee Grievance

12.02 For the purposes of this Article:

- i) An individual Employee grievance is defined as a complaint or a difference between the Employer and an Employee which:
  - a) arises under and by virtue of the application, interpretation or administration of the provisions of this Agreement;
  - b) arises from the discipline, up to and including discharge, of an Employee where it is alleged that such disciplinary action was not for just cause;
- ii) A group grievance is defined as a complaint or a difference between the Employer and more than one Employee provided that such complaint or difference is common in respect of these Employees, which:
  - a) arises under and by virtue of the application, interpretation or administration of the provisions of this Agreement;
  - b) arises from the discipline, up to and including discharge, of an Employee where it is alleged that such disciplinary action was not for just cause.

General Grievance Rules

- 12.03 a) The time limits set out in this Article are mandatory not directory. In determining the time limits within which any action is to be taken Saturdays, Sundays and Designated Holidays shall be excluded.
- b) An Employee who fails to comply with the time limits prescribed in the Grievance and Arbitration procedures shall be deemed to have abandoned their grievance.

- c) Any grievance not filed in writing with the Employer within twenty-five (25) days after the Employee first became aware of the action or circumstance giving rise to the grievance, shall be deemed to have been waived and shall not be considered.
- d) grievances alleging wrongful disciplinary suspension, discharge, classification or job posting shall be presented directly at Level 2 of the grievance procedure.
- e) An Employee shall have the right to be represented by an Alliance representative at each level of the grievance procedure. The Employee and the representative shall be given leave with pay (excluding overtime) to attend such meetings.
- f) When an Employee is asked or obliged to be represented by the Alliance in relation to the presentation of a grievance and the representative of the Alliance wishes to discuss the grievance with that Employee, the Employee and the representative shall be given reasonable leave with pay for this purpose when such discussions take place at the Centre.
- g) If the management representative fails to reply to a grievance within the specified time limit the grievance may proceed to the next level.
- h) An Employee may, at any time, by written notice to the Management representative processing their grievance, abandon the grievance.
- i) Where it appears the nature of the grievance is such that a decision cannot be given at the first level, the grievance may proceed directly to the second level by agreement of the parties.
- j) The time limits stipulated in this procedure may be extended by mutual agreement of the parties.
- k) No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

### Complaint Stage

12.04 Other than a grievance that must be presented directly at Level Two in accordance with 12.03 d), an Employee who has a complaint is encouraged to discuss it with their manager either alone or at the Employee's request, in the presence of an Alliance representative to the end that the complaint might be resolved without recourse to a formal grievance. When notice is given that an Employee, within the time limits prescribed in Clause 12.03 c), wishes to take advantage of this Complaint Stage, it is agreed that the period between the initial discussion and the management final response shall not count as elapsed time for the twenty-five (25) day time limit. It is further agreed that the time period between the initial discussion and the management final response shall be no longer than twenty (20) days. In the event that the complaint cannot be resolved in this manner, it shall be reduced to writing and become a formal grievance. When the management final response is given, the complaint stage is concluded and the twenty-five (25) day time limit for filing a formal grievance at Level One resumes the following business day.

Failure to consult on such a complaint shall in no way affect the right of the Employee to file a written grievance in the manner prescribed in this Article.

### Employee Grievance Procedure

12.05 The Employer shall designate a representative at each level of the grievance procedure and shall inform Employees of the title of the persons so designated by means of notices posted in places where such notices are most likely to come to the attention of the Employees to whom the procedure applies.

12.06 The grievance procedure shall be as follows:

#### Level One

- a) Within twenty-five (25) days of an Employee becoming aware of the matter giving rise to the grievance, the Employee or Local Union Representative may submit a written grievance to the Employer representative giving the details of the grievance, including the Article(s) alleged to have been contravened and the redress requested. The grievance shall be signed by the Employee concerned and an Alliance representative and filed at Level One with the Employer representative. The Employer representative will immediately sign and date two copies of the grievance and immediately return one copy to the Local Union Representative and keep one copy for the employer.

- b) The Employer representative shall provide a written response to the Employee and the Union representative within ten (10) days of the receipt of the grievance. A meeting at Level One may be requested by either the employer or Local Union and held within the time specified in this Clause.

### Level Two

- a) If a grievance is not settled to the grievor's satisfaction at Level One, the grievor or Local Union Representative may transmit the grievance within the next ten (10) days to the Employer representative at Level Two. A meeting between the Employer and Union may be held to discuss the grievance at second level within twenty (20) days, if either party so chooses.
- b) The Employer representative shall provide a written response to the Employee and the Union Representative within twenty (20) days of the presentation of the grievance at Level Two. If no action pursuant to Article 14 (Arbitration) is initiated by the Alliance in response to this decision, the grievance shall be considered settled.
- c) An Employee, whose grievance must be presented directly at Level Two of the grievance process shall have twenty-five (25) days to file a grievance.

### Employer and Alliance Policy Grievances

- 12.07
- a) An Employer or Union policy grievance is defined and limited to one which alleges incorrect application, interpretation or administration of this collective agreement, or which may affect the collective interests of the bargaining unit.
  - b) An Employer or Union policy grievance may be filed within twenty (20) days of the grieving party becoming aware of the circumstances giving rise to the grievance.
  - c) In the case of the Alliance, such grievance shall be submitted to the Director of Human Resources. In the case of the Employer such grievance shall be submitted to the Component, Union of National Employees.
  - d) When such a grievance is received by either party a meeting shall be convened to resolve the issue in dispute. Failing settlement within thirty (30) days of the date on which the grievance was submitted the grievance may be referred to Arbitration. The parties agree that such grievances shall not be submitted in order to circumvent the normal Employee grievance procedure.
  - e) The time limits in this Clause may be extended by mutual consent.

ARTICLE 13

PROBATIONARY EMPLOYEES

13.01 New Employees hired into bargaining unit positions shall be on probation for a period of six (6) months from the date of hire. The Employer may extend the probationary period for up to three (3) additional months if the employee is not able to meet performance expectations during their initial probationary period.

A minimum of two (2) weeks prior to such an extension, the Employer shall meet with the employee to discuss the extension. Prior to scheduling the meeting, the Employer will advise the Employee that they may be accompanied by a Union representative. Following the meeting, the Employer shall advise the employee in writing of the decision to extend the probationary period. The written notification shall include the reasons for the extension of the probation and the areas in which the employee is expected to improve.

13.02 Absences beyond ten consecutive working days shall be excluded for calculation of time worked relative to duration of probationary period.

13.03 A probationary Employee who is terminated or dismissed during their period of probation shall be entitled to file a grievance concerning the matter to Level Two of the Grievance Procedure. It is agreed between the parties that the decision of management subsequent to the Level Two hearing shall be final and binding with reference to the termination or dismissal of the probationary Employee. Notwithstanding this agreement, it is understood that the grievance may be referred to arbitration solely on the basis that it can be demonstrated that management, in the exercise of its discretion, failed to act in fair and reasonable manner.

ARTICLE 14ARBITRATION

- 14.01 Within twenty-five days (25) after the final response to a grievance properly processed under the Grievance Procedure involving the application, interpretation or alleged contravention of the provisions of this Agreement, or claiming wrongful disciplinary suspension or discharge of an Employee, and one of the parties is not satisfied with the response, the matter may be submitted to arbitration. In a case against the Employer, a written notice of arbitration shall be delivered to the Director of Human Resources and Organizational Effectiveness or their designate, and in a case against the Alliance, to the Alliance.
- 14.02 When a grievance is referred to Arbitration the parties shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within ten (10) days choose a third arbitrator to serve as chairperson. Where they fail to reach agreement on a chairperson, the matter shall be referred to the Minister of Labour with the request that the Minister appoint a chairperson.
- 14.03 The Arbitration Board shall hear and determine the subject of the grievance and shall render a decision as soon as possible. The decision shall be final and binding upon the parties.
- 14.04 A decision of the majority of the members of the Arbitration Board shall be the decision of the Board. In the case where a majority decision cannot be rendered, the decision of the Chairperson shall be the decision of the Arbitration Board.
- 14.05 Each party shall bear the cost of the services of its appointee to a board of arbitration. The costs of the services of the Chairperson shall be borne equally by both parties.
- 14.06 In lieu of a board of arbitration, the parties may, by mutual agreement, submit the matter in dispute to a single arbitrator acceptable to both parties who shall render a final and binding decision under the same terms and in the same fashion as a board of arbitration. The costs of the single arbitrator shall be borne equally by both parties.
- 14.07 An arbitrator shall have no power to alter, add to, subtract from, amend, modify or substitute any term of this Agreement, and shall render a decision not inconsistent with the terms of this Agreement. An arbitrator shall have all the powers vested in it under the Canada Labour Code and this collective agreement and, in the case of discharge or disciplinary suspension, the power to substitute for discharge or disciplinary



suspension such other penalties that they consider just and reasonable in the circumstances.

- 14.08 In determining the time limits within which any action is to be taken as prescribed in this Article, Saturdays, Sundays and Holidays shall be excluded.
- 14.09 The time limits stipulated in the Article may be extended by mutual agreement of the parties.

ARTICLE 15

CLASSIFICATION OF POSITIONS

- 15.01 The Centre shall use the agreed upon classification plan “CCOHS Classification Plan”. No modifications to the plan shall be made, except by mutual agreement of the Parties.
- 15.02
- i) All Bargaining Unit positions at the Centre shall be classified by a joint Union Management Committee.
  - ii) The joint committee shall be composed of twelve (12) members, six (6) appointed by the Employer and six (6) appointed by the Union.
  - iii) A quorum of the committee shall be four (4) members, two (2) management representatives and two (2) union representatives.
- 15.03 The committee shall establish its terms of reference.
- 15.04
- i) Where there has been a change in duties or responsibilities that may impact on the classification of a position, an Employee may request their position be reviewed. Where such a request is made, the Employee and their manager shall complete a form provided by the classification committee.
  - ii) Where the committee has completed a review, they shall notify the parties of their decision in a timely manner.
- 15.05 Grievance
- a)
    - i) A classification grievance is defined as a complaint or difference with the classification assigned by the committee.
    - ii) An Employee may submit a classification grievance within twenty-five (25) days after being notified by the committee of its decision.
    - iii) Classification grievances shall proceed directly to Level Two (2) and shall be responded to within thirty (30) days.
  - b) The Employer or the Union may file a classification grievance in accordance with Clause 12.07 (b).
- 15.06 Arbitration
- i) Failing a satisfactory response at Level two (2), the Union may refer the grievance to Arbitration in accordance with Article 14.

- ii) The Parties agree the Chair of the Arbitration Board or sole Arbitrator shall have expertise in classification.

ARTICLE 16

JOB POSTING

- 16.01 The Employer shall post full-time and part-time vacancies, new positions and temporary/or acting appointments for all bargaining unit positions. Notwithstanding this provision, the Employer will not be required to post a temporary or acting appointment vacancy of three months or less, and additionally, positions vacated by Employees who are on maternity or parental leave shall not be regarded as vacancies during the period of such leave and such positions shall not be posted.
- 16.02 It is understood between the parties that a position which has been reclassified while the present incumbent still occupies the position shall not be deemed to be a "vacancy" for the purpose of this Article. In such a case, the incumbent in the reclassified position shall be appointed to the position and there shall be no right to grieve the appointment.
- 16.03 Postings for full-time and part-time vacancies shall be made for a period of ten (10) working days. In accordance with the job requirements and specification established by the Employer, postings will state all necessary qualifications including the description of duties to be performed, the position classification, salary range and a statement of the specific qualifications and experience, related education, knowledge, skills, and abilities.
- 16.04 The establishment of the specific position requirements for a vacancy shall be at the discretion of Management. Existing Employees' applications will be reviewed prior to reviewing external candidates' applications, and shall be given preference over external candidates, provided that they can meet the position requirements of the posting applied for.
- 16.05 In filling a vacancy, Employee candidates who meet the position requirements of the posting applied for shall be assessed by management against other qualified candidates. Where two or more Employee candidates are assessed to be relatively equal the Employee with the greater length of service will be appointed.
- 16.06 Upon completion of the internal selection process, the Employer shall inform all of the applicants of the results within ten (10) to fourteen (14) days of the final selection. The name(s) of the successful candidate(s) will be posted.
- 16.07 Upon request, unsuccessful applicants shall be provided with a brief, post-selection interview with Human Resources.

ARTICLE 17

HOURS OF WORK

- 17.01 The scheduled work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period of a minimum of one-half (1/2) hour, between 7:00 a.m. and 6:00 p.m.
- 17.02 Employees shall be informed of their scheduled hours of work. Any changes to the scheduled hours shall be communicated to an Employee at least two weeks in advance of the change. The weekly and daily hours of work schedules shall be subject to the operational requirements of the Centre.
- 17.03 Subject to operational requirements, as determined by the Employer, on request of an Employee and with the approval of the Employer, an Employee may work flexible hours.
- 17.04 The Employer will provide each full working day, a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon. An Employee who works at least four (4) consecutive hours in a work day shall be entitled to one fifteen (15) minute rest period.
- 17.05 Notwithstanding the provisions of this Article, upon the request of an Employee and with the concurrence of the Employer, an Employee may complete the weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the Employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this Clause, attendance reporting shall be mutually agreed between the Employee and the Employer. In every fourteen (14), twenty-one (21), or twenty-eight (28) day period such Employee shall be granted days of rest on such days as are not scheduled as a normal work day for the Employee.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

Employees covered by this Clause shall be subject to the compressed work week provisions established in Article 63.

It is understood by the parties that all Employees may not be able to avail themselves of the provisions of this Clause due to operational requirements.

ARTICLE 18

OVERTIME

18.01 When an Employee works overtime on a regular work day, scheduled and authorized by the Employer, the Employee shall be compensated at the rate of time and one-half (1 1/2) for all overtime hours worked.

18.02 Overtime must be requested and documented in the following manner:

- a) A Manager/Supervisor requesting overtime shall notify the Employee in writing of the need to perform overtime.
- b) An Employee requesting overtime must do so in writing to their Manager/Supervisor and receive a written pre-approval in advance of performing the overtime, unless in an emergency or unforeseen situations where work needs to be performed on short notice.
- c) Employees must complete the overtime form prior to, or as soon as practicable after performing overtime requested or pre-approved by their Manager/Supervisor.

From time to time an Employee may be required to work overtime on a day of rest.

- a) An Employee who is required to work overtime on a first day of rest is entitled to be compensated at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double time thereafter;
- b) An Employee who is required to work overtime on a second consecutive day of rest is entitled to be compensated at the rate of double (2) time for all hours worked, except that, in those cases where an Employee is requested to work on the first day of rest and, to meet the convenience of the Employee's own personal plans, is allowed to work instead on the second day of rest, the Employee shall be compensated at the rate of time and one-half for the first seven and one-half (7 1/2) hours and double time thereafter.

18.03 When an Employee is required to report for work and reports on a day of rest, the Employee shall be paid the greater of:

- a) compensation at the applicable overtime rate;

or

- b) compensation equivalent to three (3) hours' pay at the applicable overtime rate, except that the minimum of three (3) hours' pay shall apply only the first time that an Employee reports for work during a period of eight (8) hours, starting with the Employee's first reporting.

18.04 If an Employee is called back to work after the Employee has completed their work for the day and has left their place of work, and such Employee subsequently returns to work, they shall be paid the greater of,

- a) a minimum of three (3) hours of pay at the applicable overtime rate of pay, or
- b) compensation at the applicable rate of overtime compensation for time worked.

This specific call back provision shall apply solely when the period worked by the Employee is not contiguous to the Employee's normal hours of work.

- 18.05
- a) All overtime compensation earned under this Article shall be compensated in cash, except that, upon request an Employee shall be entitled to compensatory leave with pay;
  - b) It is understood by the parties that compensatory leave shall be taken at a time mutually convenient to the Employee and the Employer and in normal circumstances will be taken before the end of the fiscal year in which it is earned;
  - c) Earned but unused compensatory leave shall be paid in cash on the last day of the fiscal year in which it is earned.
  - d) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate.

18.06 The starting and quitting times for all overtime hours worked shall be recorded on a form to be determined by the Employer.

18.07 All calculations for overtime shall be based upon each completed period of fifteen (15) minutes of scheduled overtime worked.

18.08 When an Employee performs scheduled and authorized overtime work, time spent by the Employee reporting to or returning from work shall not constitute time worked.

18.09 Holiday pay and overtime payments shall not be pyramided or duplicated for the same hours under any of the terms of this Agreement. Hours



worked and paid for at overtime rates shall not be counted more than once for the purpose of determining whether an Employee is entitled to overtime under the same or any other provision of this Agreement.

- 18.10 Compensation shall not be paid to Employees under the provisions of this Article for overtime hours spent in attendance at courses, training sessions, conferences and seminars unless the Employer makes such attendance by an Employee mandatory. The Employer shall endeavour to ensure that attendance at such courses, training sessions, conferences and seminars shall be held during regular working hours.

ARTICLE 19

TRAVELLING TIME

19.01 Where an Employee is required by the Employer to travel on Centre business outside of their headquarters area, as these expressions are defined by the Employer, the Employee's time of departure and method of travel shall be determined by the Employer and the Employee shall be compensated for travel time only in the circumstances and to the extent provided in this Article. Travel time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

19.02 The travelling time for which an Employee shall be compensated is as follows:

- a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the Employee's residence or work place, as applicable, direct to the Employee's destination and, upon the Employee's return, direct back to the Employee's residence or work place;
- c) In the event that an alternate time of departure and/or means of travel is requested by the Employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

19.03 If an Employee is required to travel as set forth in Clauses 19.01 and 19.02:

- a) On a normal working day on which the Employee travels but does not work, the Employee shall be paid:
  - i) their regular pay for the day for a period of travel not exceeding their regularly scheduled hours of work;
  - and
  - ii) at the rate of time and one-half (1 ½) for additional hours travelled in excess of their regularly scheduled hours of

work, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight time rate in any one day.

- b) On a normal working day on which the Employee travels and works, the Employee shall be paid:
  - i) their regular pay for the day for a combined period of travel and work not exceeding their regular scheduled working hours,  
  
and
  - ii) at the rate of time and one-half (1 ½) for additional travel time in excess of the period of work and travel in (i) above, with a maximum payment for such additional travel time not to exceed seven and one-half (7 1/2) hours pay at the straight-time rate of pay;
- c) on a day of rest or designated holiday, the Employee shall be paid at the applicable overtime rate for hours traveled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.
- d) In circumstances deemed exceptional by management the noted maximum elsewhere in 19.03 may be extended up to 15 hours at the straight time rate of pay.

19.04 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the Employer makes such attendance by an Employee mandatory.

ARTICLE 20EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 20.01 It is understood between the parties that the purpose of an annual Employee performance review is to discuss with the Employee their performance in relation to the duties required in their position. It is agreed further that the annual review is also intended to be developmental in nature and will include discussion of strengths and opportunity areas for improved performance. Should the Employee not meet the standards of performance expected of them, these standards will be discussed and recommendations made to improve their performance, with periodic reviews between the Employee and the immediate supervisor taking place on a follow-up basis. It is recognized further between the parties that in cases where an Employee has worked on several projects on a project management basis, that input from more than one manager will form a part of the Employee's annual performance appraisal.
- 20.02 When a formal assessment of an Employee's performance is made, the Employee concerned must be given an opportunity to review for up to five (5) days and sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the Employee at that time. An Employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the Employee's concurrence with the statements contained on the form.
- 20.03 An Employee has the right to make written comments to be attached to the performance review form.
- 20.04 Upon written request of an Employee, the personnel file of that Employee shall be made available for their examination in the presence of an authorized representative of the Employer.
- 20.05 Each Employee shall have their performance reviewed on their anniversary date. The anniversary date for each Employee on strength on April 1, 1999, shall be moved to April 1, the anniversary date of the classification conversion. Each Employee hired or promoted after April 1, 1999 shall have their performance reviewed on the anniversary date of such appointment.

ARTICLE 21

SALARY ADMINISTRATION

- 21.01 An Employee shall be paid within the salary range for the classification level to which they are assigned.
- 21.02 The salary ranges for the classification levels set out in Appendix "A" shall become effective on the dates specified.
- 21.03 Where the rates of pay set forth in Appendix A have an effective date prior to the date of signing of this Agreement the following shall apply:
- a) "retroactive period" for the purpose of Clause b) to d) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;
  - b) a retroactive upward revision in rates of pay shall apply only to Employees, former Employees or in the case of death, the estates of former Employees who were Employees in the bargaining unit during the retroactive period;
  - c) rates of pay as related to the retroactive adjustment only shall be paid in an amount equal to that which would have been paid had the Agreement been signed on the effective date of the revision in rates of pay;
  - d) no payment shall be made pursuant to the above Clause for one dollar or less.
  - e) where, during the retroactive period, an Employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, they shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which they were appointed.
  - f) In order for former Employees or, in the case of death, for the former Employees' representatives to receive payment in accordance with Clause .03 (b), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases.

## 21.04

- a)
  - i) An Employee, other than an Employee whose performance is evaluated as unsatisfactory, shall progress one increment within their range, until the maximum rate of the range established for their level is reached, on their anniversary date.
  - ii) Subsequent to an annual performance review, an Employee whose work performance has been deemed to be more than satisfactory over the period of their performance review, shall be given consideration for an additional increment increase in salary.
- b)
  - i) Subsequent to an annual performance review, an Employee whose performance is deemed to be less than satisfactory shall not receive an increment as provided for in Clause b) above.
  - ii) An Employee whose performance is found to be unsatisfactory prior to the annual performance review and if corrective action is being taken for unsatisfactory performance at the time of the annual performance review, such Employee shall not receive a salary increment as provided for in Clause b) above.
  - iii) Any potential salary increment to an Employee whose performance is deemed to be unsatisfactory shall be withheld until a sustained level of satisfactory performance has been attained.
  - iv) It is understood between the parties that an Employee whose performance has been deemed to be less than satisfactory shall reach a sustained level of satisfactory performance within three (3) months of the initiation of corrective action; and that at the expiration of the three (3) month period the Employee shall either have improved their level of performance to a satisfactory level, at which point they shall be entitled to the subject deferred salary increment, or they shall be removed from the position. If awarded the subject increment, the effective date of this specific increment shall become the Employee's anniversary date for future salary reviews.
- c) An Employee whose work performance has been deemed to be more than satisfactory over the period of their performance review

shall be given consideration for a double increment increase in salary.

- 21.05 A pay increment shall be three percent (3%) of an Employee's substantive rate of pay provided the maximum of the range is not exceeded.
- 21.06 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.
- 21.07
- a) In the event that an Employee is requested by the Employer on an acting basis to perform substantially the duties of a position at a higher salary range than the salary range to which the Employee is currently assigned, the Employee shall be paid acting pay at no less than the minimum rate for the classification to which they are assigned; and in any event, the Employee shall be paid acting pay while performing duties on an acting basis at a rate that is approximately 4% greater than the rate they currently are receiving on their present assignment.
  - b) The entitlement to acting pay shall be conditional upon the Employee performing substantially the duties of the higher rated position for a minimum of five (5) consecutive days.
  - c) In the event that the Employee assigned on an acting basis meets the criteria set out in the preamble, and sections (a) and (b) above of this Clause, the acting pay shall be paid from the date on which the Employee was first required to perform substantially the duties of the position in the higher salary range.
- 21.08 An Employee assigned on an acting basis to a higher rated salary classification shall be considered for and granted a salary increment within their prior job classification in accordance with the provisions of Clause .04 of this Article, based upon their actual job classification and at the time of their regular anniversary cycle. However, it is understood between the parties that such increment applicable only to the Employee's prior job classification shall have no application to the acting rate of pay paid to the Employee during the acting period.
- 21.09 In the event that an Employee is reclassified to a classification, the maximum salary for which is less than the salary currently paid to the Employee, the salary of the affected Employee will be red circled and the Employee shall not be entitled to consideration for a salary increase until such time as the maximum of the position to which the Employee has been reassigned has exceeded the salary level of the affected Employee. In the event that this occurs, any salary consideration for the affected Employee as provided for under Clause .04 of this Article shall be

restricted by the maximum of the salary range of the classification to which the Employee has been assigned.

- 21.10
- a) A promotion, by definition, is an appointment to a position which carries a higher maximum salary rate for the salary range as opposed to the salary range currently applicable to the promoted Employee.
  - b) When a promotion takes place as per Clause .09 (a) above, the Employee who is promoted shall receive a salary increase that is at least 4% of their current rate of pay and the new rate so calculated shall not be less than the minimum, nor in excess of the maximum of the salary range for the classification to which the Employee is promoted.
- 21.11
- Exclusive of transfers or assignments on an acting or reclassification basis, as set out in Clauses .06 and .08 of this Article, an Employee who is demoted or who is successful in applying for a position in a classification that has a salary range which is equal to or less than the current salary range for the position in which the Employee is currently working, shall have their salary adjusted to the maximum rate of the position to which they have been demoted or to which they have applied. However, the rate to which such individual shall be assigned in the new classification may be less than the maximum rate and will be at a salary level within the classification, as determined by management, which is reflective of the level of training and experience that they bring to the position.
- 21.12
- In the event that an Employee dies while employed by the Employer, the salary due to him on the last working day preceding their death, shall continue to accrue to the end of the month in which they die. Salary so accrued which has not been paid to the Employee as at the date of their death shall be paid to their estate.



ARTICLE 22

LEAVE GENERAL

- 22.01 An Employee is entitled, once in each fiscal year, to be informed upon request, of the balance of their vacation and sick leave credits.
- 22.02 The amount of leave with pay earned but unused credited to an Employee by the Employer at the time when this Agreement is signed, or at the time when the Employee becomes subject to this Agreement, shall be retained by the Employee.
- 22.03 An Employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 22.04 An Employee is not entitled to leave with pay during periods they are on leave without pay or under suspension.
- 22.05 In the event of termination of employment for reasons other than death, lay-off or permanent disability, the Employer shall recover from any monies owed the Employee an amount equivalent to unearned vacation and sick leave taken by the Employee, as calculated on the date of the termination of the Employee's employment.
- 22.06 Upon request by an Employee, the Employer may grant leave with or without pay for other reasons:
- a) when circumstances not directly attributable to the Employee prevent them from reporting for duty.
  - b) for purposes other than those specified in this agreement.

Such requests shall not be unreasonably denied.

ARTICLE 23

VACATION LEAVE

- 23.01 The Vacation year shall be from April 1 – March 31 inclusive. An Employee who has earned at least ten (10) days pay for each calendar month of a fiscal year shall earn vacation leave credits at the following rate:
- a) one and one-quarter (1 1/4) days until the month in which the anniversary of the Employee's fifth (5<sup>th</sup>) year of service occurs;
  - b) one and two-thirds (1 2/3) days commencing in the month in which the Employee's fifth (5<sup>th</sup>) anniversary of service occurs;
  - c) one and eleven-twelfth (1 11/12) days commencing in the month in which the Employee's tenth (10<sup>th</sup>) anniversary of service occurs;
  - d) two and one-twelfth (2 1/12) days commencing in the month in which the Employee's fourteenth (14<sup>th</sup>) anniversary of service occurs;
  - e) two and one-half (2 1/2) days commencing in the month in which the Employee's twenty-first (21<sup>st</sup>) anniversary of service occurs;
  - f) two and two thirds (2 2/3) days commencing in the month in which the Employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.
- 23.02 The Employer shall endeavor to grant vacation leave at times requested by an Employee.
- 23.03 An Employee may carry over unused vacation leave credits to a maximum of thirty (30) days from one fiscal year to the next fiscal year. When an Employee has not requested sufficient vacation leave to reduce earned credits to thirty (30) days before the end of the fiscal year, the Employer reserves the right to schedule such leave.
- 23.04 An Employee may receive an advance of vacation leave credits equivalent to the anticipated credits for the fiscal year. If the Employee ceases employment with the Centre and has been advanced vacation credits which have not been earned, an amount corresponding to the number of days of advanced leave multiplied by the Employee's daily rate of pay on the last day of employment will be deducted from their final pay cheque.
- 23.05 An Employee, on termination of employment, has a choice of payment of their unused portion of accumulated vacation leave:

- a) compensation of the total days of unused vacation leave multiplied by the Employee's daily rate of pay on the last day of employment, or
  - b) use of unused vacation in days in lieu of compensation before the employment terminates.
- 23.06
- a) Where an Employee is on paid vacation leave and becomes ill, they may use their sick leave credits in lieu of vacation credits, by notifying Human Resources and by providing a medical certificate for the period of illness.
  - b) If an Employee on vacation is entitled to bereavement leave with pay or other leave with pay, the period granted will be added to the vacation leave, or reinstated at a later date.
- 23.07
- a) The Employer will make every reasonable effort not to recall an Employee to duty after the Employee has proceeded on vacation leave with pay.
  - b) Where, during any period of vacation leave with pay an Employee is recalled to duty, the Employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the Employee incurs:
    - i) in proceeding to the Employee's place of duty,
    - and
    - ii) in returning to the place from which the Employee was recalled if the Employee immediately resumes vacation upon completing the assignment for which the Employee was recalled, after submitting such accounts as are normally required by the Employer.
  - c) The Employee shall not be considered as being on vacation leave during any period in respect of which the Employee is entitled under Clause .07 (b) above to be reimbursed for reasonable expenses incurred by the Employee.
- 23.08
- When an Employee dies or otherwise ceases to be employed, the Employee or the Employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation with pay to the Employee's credit by the daily rate of pay on the date of the termination of the Employee's employment.

- 23.09      When the Employer cancels or alters a period of vacation which it had previously approved in writing, the Employer shall reimburse the Employee for the non-returnable portion of vacation contracts and reservations made by the Employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The Employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

ARTICLE 24

DESIGNATED HOLIDAYS

24.01 Designated Days

The following days only shall be designated paid holidays for Employees:

- a) New Year's Day,
- b) Good Friday,
- c) Easter Monday,
- d) the day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday,
- e) Canada Day,
- f) Labour Day,
- g) National Day for Truth and Reconciliation,
- h) the day fixed by proclamation of the Governor-in- Council as a general day of Thanksgiving,
- i) Remembrance Day,
- j) Christmas Day,
- k) Boxing Day,
- l) an additional day recognized to be a provincial or civic holiday in the areas of employment or where no such day is recognized, the first Monday in August,
- m) any additional day when proclaimed by the Governor-in-Council as a national holiday.

24.02 Where a day designated as a holiday occurs during a period of an Employee's paid leave, that day shall not count as a day of leave.

24.03 An Employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an Employee who is granted leave without pay for Union activities.

24.04 When a day designated as a holiday under Clause .01 above coincides with an Employee's day of rest, the holiday shall be moved to the first scheduled working day following the Employee's day of rest. When a day that is a designated holiday is so moved to a day on which the Employee is on leave with pay, the day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under Clause .01 coincide with an Employee's consecutive days of rest, the holidays shall be moved to the Employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the Employee is on leave with pay, those days shall count as holidays and not as days of leave.

24.05 When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause .04 above,

a) work performed by an Employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest,

and

b) work performed by an Employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

24.06 When an Employee works on a holiday, they shall be paid:

a) time and one-half (1 1/2) for all hours worked in addition to the pay that the Employee would have been granted had they not worked on the holiday,

or

b) upon request, and with the approval of the Employer, the Employee may be granted:

i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

- ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked.
- c)
  - i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the Employee may request.
  - ii) When in a fiscal year an Employee has not been granted all of their lieu days as requested by him, at the Employee's option, such lieu days shall be paid off at their straight-time rate of pay.
  - iii) The straight-time rate of pay referred to in .06 (c) (ii) shall be the rate in effect when the lieu day was earned.

24.07 When an Employee is required to report for work and reports on a designated holiday, the Employee shall be paid the greater of:

- i) compensation in accordance with the provisions of Clause .06;

or

- ii) three (3) hours pay at the applicable overtime rate of pay.

24.08 Time spent by the Employee reporting to work or returning to their residence shall not constitute time worked.

24.09 Where a day that is a designated holiday for an Employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 25

SICK LEAVE

- 25.01 An Employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month during which they receive at least ten (10) days' pay. As sick leave is used, deductions shall be made from the Employee's accumulated credits.
- 25.02 An Employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:
- a) they satisfy the Employer of this condition in such a manner and at such time as may be determined by the Employer, and
  - b) they have the necessary sick leave credits.
- 25.03 Unless otherwise informed by the Employer, a statement signed by the Employee stating that because of illness or injury they were unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of Clause 25.02 a).
- 25.04 An Employee who has insufficient or no credits to cover the granting of sick leave with pay under the provisions of 25.02 may, at the discretion of the Employer, be granted sick leave with pay for a period up to thirty (30) days subject to the deduction of such advanced leave credits earned or cash recovery upon voluntary termination of employment.
- In the case of death or layoff, an Employee who has been granted more sick leave than they have earned shall be considered to have earned the sick leave granted.
- 25.05 Employees shall be eligible to accumulate sick leave credits. Such credits shall only be used for sick leave.
- 25.06 Sick leave may be used as an interim arrangement pending determination by a provincial worker's compensation board that an injury or illness is work-related, as covered by the Government Employee's Compensation Act.
- Where injury-on-duty leave has been granted, and the provincial workers' compensation board has determined that the injury is work-related, the time off shall not be considered as sick leave with pay and no credits shall be deducted.



25.07 Sick leave credits earned but unused shall be restored to an Employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed by the Employer within one (1) year from the end of the specified period of employment.

ARTICLE 26

BEREAVEMENT LEAVE WITH PAY

26.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the Employee), child (including child of common-law partner), stepchild, foster child or ward of the Employee, grandchild, grandparent, spouse's parents, daughter-in-law, son-in-law, brother in-law, sister-in-law, or any relative permanently residing in the Employee's household or with whom the Employee permanently resides.

In addition, the immediate family definition shall also include:

- i) a person who stands in the place of an immediate family member for the Employee as identified in 26.01 above, whether or not there is any degree of consanguinity between such person and the Employee; and,
  - ii) An Employee shall be entitled to bereavement leave under Article 26.01(i) only once during the Employee's total period of employment.
- a) When a member of the Employee's immediate family dies, the Employee shall be granted leave with pay for a period up to five (5) days for purposes relating to the bereavement. In addition, they may be granted up to three (3) days' leave for the purpose of travel related to the death.
  - b) An Employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of their niece or nephew, aunt or uncle.
  - c) The Employer recognizes that demonstrated cultural and religious practices may warrant additional days bereavement leave and may provide a reasonable number of additional paid bereavement days as the circumstances may require. This request shall not be unreasonably denied.
  - d) If, during a period of sick leave, vacation leave or compensatory leave, an Employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under paragraph a) or b) of this Clause, the Employee shall be granted bereavement leave with pay and their sick leave, vacation leave or

compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, Human Resources may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in Clauses a) and b) above.

ARTICLE 27

PREGNANCY LOSS LEAVE WITH PAY

- 27.01 An employee who experiences the loss of a clinically confirmed pregnancy occurring earlier than the 20-week period preceding the due date shall be eligible for pregnancy loss leave of five (5) consecutive paid days off work.
- 27.02 Pregnancy loss leave is for the purpose of bereavement and follows any period of medical leave that may be necessary.
- 27.03 An employee whose partner with whom they were expecting a child experiences the loss of a clinically confirmed pregnancy shall be eligible for pregnancy loss leave of five (5) consecutive paid days off work.

ARTICLE 28

COURT LEAVE WITH PAY

- 28.01 Leave with pay shall be granted to an Employee for the period of time they are required:
- a) to serve on a jury;
  - b) to be available for jury selection;
  - c) by subpoena or summons to attend as a witness in any proceeding:
    - i) in or under the authority of a court of justice or before a grand jury,
    - ii) before a court, judge, justice, magistrate or coroner,
    - iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of their position,
    - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or
    - v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 29

MARRIAGE LEAVE WITH PAY

- 29.01 After the completion of one (1) year's continuous employment with the Centre, and providing the Employee gives at least twenty (20) days' notice, the Employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- 29.02 In the event of an Employee's termination for reasons other than death or lay-off within six (6) months of them being granted marriage leave, the amount paid to the Employee during the period of leave will be recovered by the Employer from any monies owed the Employee.
- 29.03 Marriage Leave with Pay will be granted only once over the terms of employment that an Employee may have with the Centre.

ARTICLE 30

MATERNITY LEAVE WITHOUT PAY

30.01 Maternity Leave without Pay

- (A) (1) An Employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
  - (a) Notwithstanding sub-Clause (A)(1) above:
    - (i) where the Employee has not yet proceeded on maternity leave without pay and their newborn child is hospitalized,  
  
or
    - (ii) where the Employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which their newborn is hospitalized;  
  
the period of maternity leave without pay defined in sub-Clause (A)(1) above may be extended beyond the date falling seventeen (17) weeks after the date of the termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the Employee was not on maternity leave, to a maximum of seventeen (17) weeks.
  - (b) The extension described in sub-Clause (A)(i) above shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (2) At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy.
- (3) An Employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates;
  - (b) use their sick leave credits up to and beyond the date that their pregnancy terminates, subject to the provisions set out in the Sick

Leave with Pay Article. For purposes of this Clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

- (B) An Employee shall inform the Employer in writing of their plans for taking leave with or without pay to cover their absence from work due to their pregnancy, at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why such notice cannot be given.
- (C) An Employee who is on maternity leave of absence shall notify the Manager, Human Resources, in writing, at least two (2) weeks prior to the planned date of return.
- (D) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (E) An Employee returning to work from Maternity Leave Without Pay shall be entitled to return to the position held prior to proceeding on leave.

### 30.02 Maternity Leave Allowance

- (A) An Employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of Supplemental Employment Benefit (SUB) Plan described in 30.02 (B), provided that they:
  - (1) have completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (2) provides the Employer with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to the Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer;and
  - (3) provides the Centre with a signed agreement stating that:
    - (a) they will return to work on the agreed expiry date of their maternity leave without pay unless the return to work date is modified by the approval of another form of leave;



- (b) within eighteen (18) months following her return to work, as described in (a) above, the Employee will work an amount of hours paid at straight-time calculated by multiplying the number of hours in a work week on which her maternity allowance was calculated by twenty six (26); or
    - (c) should they fail to return to work as per the provisions of sub-Clause 30.02 (A) (3) (a) and (b) for reasons other than death, lay-off or disability, they will pay to the Centre not later than one month after termination of employment the amount received as maternity allowance, proportionate to the amount of hours not worked in relation to the hours worked as specified by sub-Clause 30.02 (A) (3) (b) above.
  - (4) for the purpose of sub-Clause 30.02 (A) (3) (b), periods of leave with pay shall count as time worked.
- (B) Maternity allowance payments made in accordance with the SUB Plan will consist of a total of seventeen (17) weeks of payments, as follows:
  - (1)
    - (a) where an Employee is subject to a waiting period before receiving EI maternity benefits, ninety-three percent (93%) of their weekly rate of pay for each week of the waiting period, less any other moneys earned during this period,  
  
and  
  
for each week that the Employee receives a pregnancy benefit pursuant to section 22 of the *Employment Insurance Act* the difference between the gross weekly amount of the EI benefit they are eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other moneys earned during this period, and
    - (b) where an employee has received the full fifteen (15) weeks in (b) and remains on maternity leave without pay, they are eligible to receive additional week(s) of maternity allowance of ninety-three (93%) of her weekly pay, less any other moneys earned during this period.
  - (2) The maternity allowance to which an Employee is entitled is limited to that provided in sub-Clause 30.02 (B) (1) above and an Employee will not be reimbursed for any amount that they may be required to repay pursuant to the *EI Act*.
  - (3) The weekly rate of pay referred to in Clause 30.02 (B)(1) shall be:

- (a) for a full-time Employee, the Employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - (b) for an Employee who has been employed on a part-time or on a combined full time and part-time basis during the six month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in 30.02 (B) (3)(a) by the fraction obtained by dividing the Employee's straight time earnings by the straight time earnings the Employee would have earned by working full time during such period.
- (4)
  - (a) The weekly rate of pay referred to in sub-Clause 30.02 (B)(3) shall be the rate to which the Employee is entitled for their substantive level to which they are appointed.
  - (b) Notwithstanding sub-Clause 30.02 (B) (4) (a), and subject to sub-Clause 30.02 (B) (3) (b), if, on the day immediately preceding the commencement of maternity leave without pay, an Employee has been on an acting assignment for at least four (4) months, the weekly rate of pay shall be the rate they were being paid on that day.
- (5) Where an Employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (6) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an Employee's deferred remuneration or severance pay.

ARTICLE 31

PARENTAL LEAVE WITHOUT PAY

31.01 Parental Leave Without Pay

- (A) An Employee who, in a parental role, has actual care and custody of a new-born child or adopts a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks in a seventy-eight (78) week period, beginning on or after the date of the child's birth or the date the child comes into the Employee's care.
- (B) The period of parental leave without pay shall end in all cases no later than the seventy-eight (78) week period beginning on the day that the child is born or on the day the child comes into the Employee's care.
- (C) An Employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child or the date the child is expected to come into the Employee's care unless there is a valid reason why such notice cannot be given.
- (D) An Employee who is on parental leave of absence shall notify the Director of Human Resources and Organizational Effectiveness in writing, at least two (2) weeks prior to the planned date of return.
- (E) The Employer may defer the commencement of parental leave without pay at the request of the Employee.
- (F) Require an Employee to submit a birth certificate or proof of adoption or evidence of custody of the child.
- (G) Parental Leave without Pay taken by an Employee couple shall not exceed a total of sixty-three (63) weeks for both Employees combined.
- (H) Leave granted under this Clause shall count for the calculation of "*continuous employment*" for the purpose of calculating severance pay and "*service*" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.
- (I) An Employee returning to work from Parental Leave Without Pay shall be entitled to return to the position held prior to proceeding on such leave.

## 31.02 Parental Allowance

(A) An Employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of Supplemental Employment Benefit (SUB) Plan described in sub-Clause 31.02 (B) below, provided that they:

- (1) have completed six (6) months of continuous employment before the commencement of parental leave without pay,
- (2) provides the Employer with proof that they have applied for and are in receipt of Employment Insurance (EI) parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

- (3) has provided the Centre with a written agreement stating that:
  - (a) they will return to work on the expiry date of their parental leave without pay, unless the return to work date is modified with the Employer's consent;
  - (b) *following their return to work in accordance with sub-Clause (a) above, the Employee will work for a period, at the straight-time hourly rate, equal to the period the Employee was in receipt of the parental allowance, in addition to the period of time referred to in sub-Clause 30.02 (A) (3) (b), if applicable;*
  - (c) should they fail to return to work as in accordance with sub-Clause 31.02 (A) (3) (a) and (b) for reasons other than death, lay-off or disability, the Employee shall pay to the Centre not later than one month after termination of employment the amount received as a parental allowance proportional to the number of the hours not worked as specified in sub-Clause 31.02 (A) (3) (b) above.
- (4) For the purpose of sub-Clause 31.02 (A) (3) (b), periods of leave with pay shall count as time worked.

- (B) Parental allowance payments made in accordance with the (SUB) Plan will consist of the following, for a total of 37 weeks;
- (1)
    - (a) where an Employee is subject to a waiting period before receiving *EI* parental benefits, ninety-three (93%) of their weekly rate of pay for each week of the waiting period, less any other moneys earned during this period.
    - (b) other than provided in sub-Clause 31.02 (B) (1) (c) below, for each week in respect of which the Employee receives *EI* parental benefits pursuant to section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the *EI* parental benefits they are initially eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other moneys earned during this period;
    - (c) where the Employee becomes entitled to an extension of parental benefits due to the hospitalization of their child(ren) pursuant to the *EI Act*, the parental allowance payable under the sub-Clause 31.02 (B) (1) will be extended by the number of weeks of extended benefits which the Employee receives under the applicable subsection of the *EI Act*.
    - (d) Where an employee has received the *regular thirty-five (35) weeks* of-parental benefit under the *EI Act* and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 30.02 (B) (1) (c) for the same child.
  - (2) The parental allowance to which an Employee is entitled is limited to that provided in sub-Clause 31.02 (B)(1) above and an Employee will not be reimbursed for any amount that they may be required to repay pursuant to the *EI Act*.
  - (3) The weekly rate of pay referred to in sub-Clause 31.02 (B)(1) shall be:
    - (a) for a full-time Employee, the Employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

- (b) for an Employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) months period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in sub-Clause 31.02 (B) (3) (a) by the fraction obtained by dividing the Employee's straight time earnings by the straight time earnings the Employee would have earned by working full-time during such period.
- (4)
  - (a) The weekly rate of pay referred to in sub-Clause 31.02 (B)(3) shall be the rate to which the Employee is entitled for the substantive level to which they are appointed.
  - (b) Notwithstanding sub-Clause 31.02 (B) (4) (a), and subject to sub-Clause 31.02 (B) (3) (b), if, on the day immediately preceding the commencement of parental leave without pay an Employee has been on an acting assignment and in receipt of acting pay for at least four (4) months, the weekly rate of pay shall be the rate the Employee was being paid on that day.
- (5) Where an Employee becomes eligible for a pay increment or pay revision while in receipt of the parental allowance, the allowance shall be adjusted accordingly.
- (6) Parental allowance payments made under the SUB Plan will neither reduce or increase an Employee's deferred remuneration or severance pay.

ARTICLE 32

LEAVE WITHOUT PAY FOR THE CARE  
OF IMMEDIATE FAMILY

- 32.01 Both parties recognize the importance of access to leave for the purpose of care for the immediate family.
- 32.02 For the purpose of this Article, immediate family is defined as spouse (or common-law spouse resident with the Employee), children (including foster children or children of the common-law spouse), parents (including stepparents or foster parents and spouse's parents), or any relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- i) In addition, the immediate family definition shall also include a person who stands in the place of an immediate family member for the Employee as identified in 32.02 above, whether or not there is any degree of consanguinity between such person and the Employee.
- 32.03 Subject to Clause 32.02, an Employee shall be granted leave without pay for the care of family in accordance with the following conditions:
- (a) an Employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of four (4) weeks;
- (c) total leave granted under this Article shall not exceed five (5) years during an Employee's total period of employment at the Centre;
- (d) leave granted under this Clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;
- (e) time spent on such leave shall not be counted for increment purposes;
- (f) leave granted for a period of one (1) year or less shall be scheduled in a manner that is consistent with operational requirements.

- 32.04 An Employee who has proceeded on leave without pay may change their return-to-work date if such a change does not result in additional costs to the Employer.
  
- 32.05 All leave granted to Employees under the terms of the former Article 31, Leave without Pay for the Care and Nurturing of Pre-School Age Children and Article 37, Leave without Pay for the Long-Term Care of a Parent in previous Collective Agreements shall not count towards the calculation of the maximum time that may be taken under 32.03 c) of the current Article 32.



ARTICLE 33

CAREGIVING LEAVE

- 33.01 An employee who provides the Employer with proof that they are in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.
- 33.02 The leave without pay described in 33.01 shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- 33.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- 33.04 When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, Clause 33.01 above ceases to apply.
- 33.05 Leave granted under this Clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

ARTICLE 34

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

- 34.01
- a) For the purpose of this Article, family is defined as spouse (or common-law partner resident with the Employee), children (including children of legal or common-law partner), parents (including step-parents or foster parents), spouse's parents or any relative permanently residing in the Employee's household or with whom the Employee permanently resides.
  - b) The Employer shall grant leave with pay under the following circumstances:
    - i) to take a member of the Employee's family for a medical or dental appointment or for appointments with the appropriate authorities in schools or adoption agencies. An Employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize their absence from work. An Employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;
    - ii) to provide for the immediate and temporary care of a sick member of the Employee's family;
    - iii) for needs directly related to the birth or to the adoption of the Employee's child;
    - iv) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility.
    - v) up to seven and one-half (7.5) hours may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial professional.
  - c) The total leave with pay which may be granted under these sub-Clauses (b)(i), (ii) and (iii) and (iv) shall not exceed thirty-seven and one-half (37.5) hours in a fiscal year.

ARTICLE 35

DOMESTIC VIOLENCE LEAVE

- 35.01 For the purpose of this Article, domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.
- 35.02 The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- 35.03 Employees who are experiencing domestic violence, or are the parent of a dependent child who is experiencing domestic violence, are entitled to 75 hours of leave with pay per fiscal year to enable the Employee, in respect of such violence:
- i. to seek care and/or support; or
  - ii. to obtain medical aid in respect of physical or psychological injury or disability; or
  - iii. to obtain services from an organization which provides services for individuals who are subject to domestic violence; or
  - iv. to obtain professional counselling; or
  - v. to relocate temporarily or permanently; or
  - vi. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- 35.04 Unless otherwise informed by the Employer, a written notice by the Employee requesting leave under this Article to their Manager shall be sufficient documentation to grant the leave.
- 35.05 If an employee is experiencing family or domestic violence and has exhausted the 75 hours of paid leave specified above, they may access other available paid leave balances or request unpaid leave.

ARTICLE 36

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- 36.01 Leave without pay will be granted for personal needs in the following manner:
- a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an Employee for personal needs;
  - b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an Employee for personal needs;
  - c) whenever possible and except in the case of emergency or an event of an urgent nature, the Employee will endeavor to provide the earliest notice possible, with a minimum of fifteen (15) days.
  - d) an Employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this Clause during their total period of employment. Leave without pay granted under this Clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
  - e) leave without pay granted under (a) of this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.
  - f) leave without pay granted under (b) of this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the Employee involved. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 37EDUCATION LEAVE WITHOUT PAY37.01 Education Leave Without Pay

The Employer recognizes the usefulness of education leave. Upon written application by the Employee and with the approval of the Employer, an Employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education to fill the Employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide. Such approval by the Employer shall not be unreasonably denied.

37.02 At an Employee's request, an Employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred percent (100%) of the Employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the Employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

- 37.03 (a) As a condition of the granting of education leave without pay an Employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for at least the period of the leave granted.
- (b) If the Employee:
- i. fails to complete the course,
  - ii. does not resume employment with the Employer on completion of the course, or
  - iii. ceases to be employed, except by reason of death or lay-off, before termination of employment of the period they have undertaken to serve after completion of the course,

the Employee shall repay the Employer all allowances paid by them under this Article during the education leave or such lesser sum as shall be determined by the Employer.

37.04 An Employee returning to work from Education Leave Without Pay shall be entitled to return to an equivalent position held prior to proceeding on such leave.

ARTICLE 38

CAREER DEVELOPMENT LEAVE

38.01 Career Development Leave With Pay

Career development refers to an activity, which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- a. a course given by the Employer;
- b. a course offered by a recognized academic institution;
- c. a seminar, convention, conference, workshop, training, or study session in a specialized field directly related to the Employee's work;
- d. a combination of experiential, internal and/or external training, coaching and mentorship to enhance employee skills and knowledge at a broader organizational level.

38.02 Career development goals and available options shall be discussed by the Employee and the Employee's supervisor as part of the formal performance appraisal process and form.

38.03 Upon written application by the Employee, and with the approval of the Employer, career development leave with pay may be given for one of the activities described in Clause 38.01, the Employee shall receive no compensation under Article 18 (Overtime) and Article 19 (Traveling Time) during time spent on career development leave provided in this Clause.

38.04 When the Employee is required by the Employer to attend a career development activity, the Employee shall receive eligible compensation under Article 19 (Travelling Time).

38.05 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them, which the Employer may deem appropriate.

38.06 The Employer shall reimburse eligible expenses related to approved career development activities.

ARTICLE 39

EXAMINATION LEAVE WITH PAY

- 39.01 At the request of an Employee, examination leave with pay may be granted to an Employee for the purpose of writing an examination which takes place during the Employee's scheduled hours of work. Such leave will only be granted where, the course of study is directly related to the Employee's duties or will improve their qualifications. Such requests shall not unreasonably be denied.

ARTICLE 40

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

- 40.01 Up to half a day of reasonable time off with pay will be granted to pregnant Employees for the purpose of attending routine medical appointments.
- 40.02 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.



ARTICLE 41

VOLUNTEER LEAVE

41.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the Employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the United Way Campaign;

The leave will be scheduled at times convenient both to the Employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the Employee may request. The leave may be taken as a day or two half (1/2) days.

ARTICLE 42

PERSONAL LEAVE

42.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the Employee shall be granted, in each fiscal year, two (2) day's of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient both to the Employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the Employee may request. The leave may be taken as a day or two half (1/2) days.

ARTICLE 43

RELIGIOUS OBSERVANCE

- 43.01 The Employer shall make every reasonable effort to accommodate an Employee who requests time off to fulfill their religious obligations.
- 43.02 Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.
- 43.03 Notwithstanding Clause 43.02, at the request of the Employee and at the discretion of the Employer, time off with pay may be granted to the Employee in order to fulfill their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this Clause shall not be compensated nor should they result in any additional payment by the Employer.
- 43.04 An Employee who intends to request leave for time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 44

LEAVE FOR TRADITIONAL  
ABORIGINAL/INDIGENOUS PRACTICES

- 44.01 In this section, Aboriginal/Indigenous means Indian, Inuit, or Métis.
- 44.02 Aboriginal/Indigenous Employees with at least three (3) months of continuous employment are entitled to and shall be granted up to five (5) days of unpaid leave per calendar year to take part in traditional Aboriginal/Indigenous practices including:
- a) fishing
  - b) hunting
  - c) harvesting
  - d) all practices prescribed by regulation.
- 44.03 Leave under this Article must be taken for the duration of at least one (1) day per request.
- 44.04 Employees requesting this leave must provide as much notice as possible, but no less than two (2) working days' written notice.
- 44.05 The Employer may, in writing and no later than 15 days after the Employee's return to work, request the Employee to provide documentation that shows they are an Aboriginal/Indigenous person. The Employee shall provide that documentation only if it is reasonably practicable to obtain and provide it.

ARTICLE 45

STATEMENT OF DUTIES

- 45.01      Upon written request, an Employee shall be provided with a complete and current statement of the duties and responsibilities of their position, including the classification level and, where applicable, the point rating allotted by factor to the position and an organization chart depicting the position's place in the organization. The parties shall mutually agree to a reasonable timeframe in which such information shall be provided.

ARTICLE 46

PROFESSIONAL MEMBERSHIPS

- 46.01 The Employer shall reimburse an Employee for a professional membership or registration fees required for maintaining professional designations, when the maintenance of such memberships or professional designations is a requirement of the position and/or the job description. The Employer may reimburse an Employee for a professional membership or registration fees where it is related to the work of the Employee.

ARTICLE 47

WORKLOAD

- 47.01        The Employer and the Union agree on the importance of balanced workloads for the health and safety of employees and the value of engaging in meaningful discussions about workload. The Parties are committed to assessing workload issues through a process, and where appropriate, make serious attempts to resolve problems.

ARTICLE 48

WORK LIFE BALANCE

- 48.01 The Parties agree on the importance of work-life balance for Employee wellness and productivity. Unless on Overtime in accordance with Article 18, or in a position which requires after-hours emergency response, an Employee is under no obligation to engage in work-related communications including, but not limited to, answering phone calls or emails outside of normal working hours. The Employer may attempt to contact an Employee for emergencies or administrative matters, however, there shall be no disciplinary action or reprisals against any Employee due solely to their exercising their rights under this Article.



ARTICLE 49

FRENCH LANGUAGE TRAINING

- 49.01 Employees may request French language training for approval, subject to budget availability. Such training shall be selected from an accredited classroom instructor led course or from online instructor led classes. Upon successful completion of the course(s), the Employer will reimburse the cost of such training, following the process(es) set out in the Employer's policies and procedures.

ARTICLE 50  
SEVERANCE PAY

50.01 Under the following circumstances and subject to Clause .02 below, an Employee shall receive severance benefits calculated on the basis of the Employee's weekly rate of pay:

a) Lay-off

- i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
- ii) On the second or subsequent lay-offs, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the Employee was granted severance pay under sub-Clause a) i) above.

b) Death

If an Employee dies, there shall be paid to the Employee's estate a severance payment in respect of the Employee's complete period of continuous employment, comprised of one (1) week of pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week of pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

c) Release for Incapacity or Incompetence

- i) When an Employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of incapacity, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- ii) When an Employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

50.02 Severance benefits payable to an Employee under this Article shall be reduced by any period of continuous employment in respect of which the

Employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under Clause .01 of this Article be pyramided.

- 50.03
- a) The weekly rate of pay referred to in the above Clauses shall be the rate to which an Employee is entitled for the classification of their substantive position on the date of the termination of the Employee's employment.
  - b) Notwithstanding 50.03 a) above, if on the day immediately preceding the Employee's termination of employment, the Employee has been on an acting assignment and in receipt of acting pay for a period of at least four (4) months duration the weekly rate of pay shall be the rate they were being paid on that day.

50.04 Except as provided for in this Article, an Employee who is terminated for just cause for culpable behaviour shall not be entitled to the payment of Severance Pay.

50.05 Notwithstanding the provisions of this Article, where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full-time and part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

#### 50.06 Severance Termination Payment

- (a) Subject to 50.02 above, indeterminate employees on April 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 50.02 above, term employees on April 2, 2011, shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

## Terms of Payment

### 50.07 Options

The amount to which an Employee is entitled shall be paid, at the Employee's discretion, either:

- (a) as a single payment at the rate of pay of the Employee's substantive position as of April 2, 2011, or
- (b) as a single payment at the time of the Employee's termination of employment, based on the rate of pay of the Employee's substantive position at the date of termination of employment, or
- (c) as a combination of (a) and (b), pursuant to 50.08 (c).

### 50.08 Selection of Option

- (a) The Employer shall advise the employee of their years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The Employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The Employee who opts for the option described in 50.07 (c), must specify the number of complete weeks to be paid out pursuant to 50.07 (a) and the remainder to be paid out pursuant to 50.07 (b).
- (d) An Employee who does not make a selection under 50.08 (b) will be deemed to have chosen option 50.07 (b).

ARTICLE 51

LAYOFFS

- 51.01 The Parties agree that layoffs should be kept to a minimum, and/or avoided when possible. In the event that it is necessary to reduce the number of staff within the employ of the Centre, the selection of Employees to be laid-off in the affected service unit will be by reverse order of seniority, provided that the retained employees meet the essential requirements of the job.
- 51.02 The Employer shall notify the Local Union Executive of a layoff no less than ten (10) working days prior to providing layoff notice to Employees. The Employer agrees to consult meaningfully with the Union in advance of a layoff, and consider any recommendations made. Such consultations may include but are not limited to considerations such as workforce reductions through attrition and voluntary early retirement.
- 51.03 Employees shall have a Local Union Representative with them in attendance at meetings where notice of layoff is given.
- 51.04 During the period of working notice, if applicable, affected employees shall be allowed up to three (3) working days off with pay to engage in job search or to attend to personal matters related to the layoff. Such days off are to be taken at a time agreed upon by the Employee and the Employer. Approval shall not be unreasonably denied by the Employer.

ARTICLE 52

JOINT CONSULTATION

- 52.01 In the interest of maintaining and promoting positive labour relations, the parties acknowledge the mutual benefits to be derived from joint consultation and agree to consult one another meaningfully on matters of common interest. Reasonable advanced notice of consultation shall be given to either Party.
- 52.02 The joint consultation will be achieved through a Labour Management Consultation Committee consisting of a minimum of two (2) bargaining unit representatives and two (2) management representatives. The Committee shall meet at least four (4) times a year, at mutually convenient times.
- 52.03 The matters that may be determined as appropriate for joint consultation will be by agreement of the parties. It is understood that any such consultation cannot amend this agreement and that the committee shall not deal with grievances.

ARTICLE 53

HEALTH AND SAFETY

- 53.01 The Employer shall continue to make reasonable provisions for the health and safety of its Employees as required under Part II of the Canada Labour Code. The Employer and the Union recognize the importance of health and safety in the workplace. It is the intention of both parties to achieve and maintain, through mutual cooperation, a healthy and safe working environment. The parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 53.02 In support of the above, it is recognized that the Canadian Centre for Occupational Health and Safety is the focus of, and indeed, the national institute created for the purpose of promoting a healthy and safe working environment for all Canadians. In this respect, therefore, it is the intent of the Canadian Centre for Occupational Health and Safety, the Employer, to foster and promote a healthy and safe working environment for its Employees and to be responsive to suggestions and concepts that will further the work environment of Employees.
- 53.03 The Employer will take objective ergonomic principles into consideration when replacing equipment and/or setting up a new workstation.
- 53.04 An Employee who is required to perform computer work on a continuous basis, or where the computer work is essentially the major component of the job, shall be entitled to a relief break period of five (5) minutes per hour for each hour of computer work performed. It is understood that this break period is not a break from duties but is a break away from the computer to move around and change activity.
- It is understood that this relief break period is not cumulative and is to be taken on an approximate hourly basis.
- 53.05 The Employer will work with affected Employees who have reported computer related problems to provide an action plan to improve the situation and such Employees will cooperate with management to establish and adhere to the plan.
- 53.06 The Employer will, upon the request of the Joint Occupational Health and Safety Committee, arrange to have radiation emissions from specifically identified computers monitored.

- 53.07 The Employer will arrange for the provision of appropriate information sessions on the health and safety aspects of computer use, at least annually, and more often if necessary.
- 53.08 The Employer encourages Employees to take first aid training and, in this respect, will arrange and assume the cost for training of the Employees it selects to provide first aid services for the organization. Employees selected for the first aid training shall be granted time off work to attend the first aid training.



ARTICLE 54

TECHNOLOGICAL CHANGE

- 54.01 In this Article "Technological Change" means:
- a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; or
  - b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 54.02 Both parties recognize the potential advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 54.03 The Employer agrees to provide the Alliance with as much notice as is practicable but, except in cases of emergency not less than one hundred and eighty (180) days written notice of the introduction or implementation of technological change when it will result in significant changes to the employment status or working conditions of the Employees.
- 54.04 The written notice provided for Clause 54.03 will provide the following information:
- a) The nature and degree of change;
  - b) The anticipated date or dates on which the Employer plans to effect change;
  - c) The service unit(s) involved;
  - d) The approximate number and type of Employees likely to be affected by the technological change;
  - e) The effect that the technological change is likely to have on the terms and conditions of employment of the Employees affected.
- 54.05 As soon as reasonably practicable after notice is given under Clause 54.03, the Employer shall consult with the Union, at a mutually agreed upon time, concerning the effects of the technological change referred to in Clause 54.04 on each group of Employees.
- 54.06 When, as a result of technological change, the Employer determines that an Employee requires new skills or knowledge in order to perform the duties of the Employee's regular position, the Employer will make every reasonable effort to provide training during the Employee's working hours and at no cost to the Employee.

ARTICLE 55

DIGITAL PRIVACY

- 55.01 The Employer shall respect the Employee's reasonable expectation of privacy when communicating by electronic means. This does not preclude the Employer from conducting routine network maintenance and administration procedures to ensure reliability and traffic flow, nor from meeting its obligations to ensure due diligence against misuse or liability arising from material that is illegal, offensive, or otherwise inappropriate.
- 55.02 The Employer shall inform the Employees in advance of personal information collected, used, and disclosed through workplace electronic means. Information collected for a specific purpose shall not be used for an unrelated purpose without the employee's consent unless otherwise stated in the Access to Information Act and Privacy Act. Other exceptions that may require the Employer to share or release information without consent may include but are not limited to Access to Information Act and Privacy Act.
- 55.03 The Union and the Employees shall be allowed to communicate with each other on Union-related matters using the Employer's e-mail and network systems.
- 55.04 The Employer will provide training and awareness to all Employees regarding the Information Security Policy, privacy, and the appropriate use of corporate devices.

ARTICLE 56

WORK PLACE HARASSMENT

- 56.01 The Alliance and the Employer recognize the right of Employees to work in an environment free from sexual harassment and agree that harassment, sexual harassment, and violence must be prevented and will not be tolerated in the workplace. For the purpose of this Clause, harassment includes abuse of authority.
- 56.02 Definitions
- a) Harassment, violence, or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause distress, harm, offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity, or their reputation. It includes any vexatious action, conduct, comment, or display, in any form. Harassment can be expressed on the basis of many factors including but not limited to race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, political belief, political association or political and/or union activity, marital status, family status, source of income, physical and/or psychological disability, physical size or weight, age, nationality, ancestry or place of origin;
- b) Workplace violence involves any incidents where an Employee is abused, threatened, or assaulted during the course of their employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.
- 56.03 It is further agreed between the parties that personal harassment of any Employee, including improper use of power or authority, also will not be tolerated within the workplace. It is understood that personal harassment is distinguishable from activities associated with corrective disciplinary action.
- 56.04 The Alliance and the Employer recognize the Centre's Prevention of Work Place Harassment and Violence Policy, Program, and Procedures as a means of addressing such issues. The purpose of this program is to protect the health and safety of all employees, in compliance with the Canada Labour Code, Part II and Work Place Harassment and Violence Prevention Regulations. This does not prohibit or disqualify Employees from using the Grievance Procedure as a means of addressing such issues.
- 56.05 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

- 56.06 The parties recognize the value of education on the issue of workplace violence and harassment. The Employer and the Alliance agree to consult on the form such education will take.
- 56.07 All investigations shall be conducted in a fair manner consistent with the principle of procedural fairness.
- 56.08 Upon request by the complainant(s) and/or respondent(s), an official copy of any investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.
- 56.09 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with this Article. The selection of the mediator shall be by mutual agreement.

ARTICLE 57

NO DISCRIMINATION

- 57.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or disciplinary action exercised or practiced with respect to an Employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity or expression, genetic characteristics, family status, marital status, criminal record for which a pardon has been granted, or in respect of which a record suspension has been ordered, mental or physical disability or membership or activity in the Union.
- 57.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- 57.03 Upon request by the complainant(s) and/or respondent(s), an official copy of any investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.

ARTICLE 58

POLITICAL PARTICIPATION

- 58.01 In the event that an Employee wishes to participate in political activities such as running for political office or campaigning for the candidate of their choice, etc., and should such activities require time away from work, the Employee shall request a leave of absence without pay to cover the period of their involvement in the political process. Such leave shall not be unreasonably withheld by the Employer.
- 58.02 The Employer shall place no restriction on the rights of Employees to participate in the political process including the right to run for political office or campaign for the candidate of their choice.

ARTICLE 59

WHISTLEBLOWING

- 59.01 No Employee shall be disciplined or otherwise penalized as a result of reporting, in good faith, any wrongful act or omission, such as a breach of the Values and Ethics Code, offence against an Act of Parliament, legislature, or any instrument issued under any such Acts, or any act or omission likely to cause a significant waste of public money, or likely to endanger public health, safety or the environment.

ARTICLE 60

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

- 60.01 If Employees are prevented from performing their duties because of a strike or lock-out on the premises of a provincial, municipal, commercial or industrial Employer, the Employee shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such Employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.



ARTICLE 61

ILLEGAL STRIKES AND LOCKOUTS

61.01 The parties to this Collective Agreement recognize their responsibilities pursuant to Part I of the Canada Labour Code with reference to illegal strikes and lockouts.

ARTICLE 62

BENEFIT PLANS AND OTHER TERMS AND CONDITIONS

- 62.01 The Employer will continue to apply the provisions of the following policies as they currently exist and as they may be amended from time to time:
- Travel Policy (NJC)  
Bilingualism Policy
- 62.02 The Employer will continue to offer coverage to Employees under the Government of Canada Public Service Health Care, Public Service Dental Care, and Public Service Disability Plans as amended from time to time.
- 62.03 The plans and policies cited in this Article do not form part of this collective agreement and are not subject to collective bargaining.
- 62.04 If the plans cited in this Article become unavailable to the Employees the parties agree to negotiate replacement plans.

ARTICLE 63COMPRESSED WORK WEEK

The Employer and the Alliance agree that the following conditions shall apply to Employees for whom compressed work week schedules are approved in accordance with Clause 17.05 of Article 17 (Hours of Work). This Agreement is modified for such Employees to the extent specified in this Article.

General Application

- a) The provisions of the Agreement which specify days shall be converted to hours. Where the Agreement refers to a "day" it shall be converted to seven and one-half (7 1/2) hours.
- b) An Employee working a compressed work week over the period of:
  - i) Fourteen (14) days shall be scheduled to work 8.33 hours a day for nine (9) days in this period, with the tenth (10<sup>th</sup>) day as a day of rest;
  - ii) Twenty-one (21) days shall be scheduled to work 8.036 hours a day for fourteen (14) days in this period, with the fifteenth (15<sup>th</sup>) day as a day of rest;
  - iii) Twenty-eight (28) days shall be scheduled to work 7.895 hours a day for nineteen (19) days in this period, with the twentieth (20<sup>th</sup>) day as a day of rest.
- c) Leave and time off with pay provisions which specify whole and partial days shall be converted to as follows:
 

- one-half (1/2) day	3.750 hours
- one (1) day	7.500 hours
- one and one quarter (1 1/4) days	9.375 hours
- one and two-thirds (1 2/3) days	12.500 hours
- two and one-twelfth (2 1/12) days	15.625 hours
- two and one-half (2 1/2) days	18.750 hours
- c) Effective the date on which the provisions of this Article apply to an Employee the accrued leave credits shall be converted to hours. When an Employee ceases to be subject to the provisions of this Article the accrued provisions shall be converted to days.

Specific Application

For greater certainty, the following provisions shall be administered as provided herein:

**Article 2 - Interpretation and Definitions**

“Daily rate of pay” - shall not apply

**Article 18 - Overtime**

An Employee shall be compensated for all overtime worked as follows:

- i) on a scheduled working day at time and one-half (1 1/2) for all hours in excess of the Employee’s scheduled hours of work;
- ii) on a day of rest at time and one-half (1 1/2) except that:
  - a) the Employee shall be compensated at double (2T) for each hour worked when the overtime is worked by an Employee on a Sunday,
  - or,
  - b) when the overtime is worked by an Employee on two or more consecutive and contiguous days of rest, the Employee shall be compensated at double (2T) time for each hour work on such second and subsequent days. Second and subsequent days of rest mean second and subsequent days in an unbroken series of consecutive and contiguous days of rest.

**Article 21 - Salary Administration**

The qualifying period for acting pay as specified in Clause 21.07 (b) shall be converted into consecutive working hours.

**Article 23 - Vacation Leave**

An Employee shall earn vacation leave credits at the rate prescribed for their years of service in Article 23 of this Agreement. Leave will be granted on an hourly basis with the hours debited for each day of vacation leave taken by an Employee being the same as the hours that the Employee would normally have been scheduled to work, exclusive of a meal break.

**Article 24 - Designated Holidays**

- i) A designated holiday shall be seven and one-half (7 1/2) hours for the purpose of holiday pay, that is the pay to which an Employee is entitled to on a holiday even though they do not work. They will be required to account, by means of vacation or compensatory leave, for the difference between seven and one-half (7 1/2) hours and their normal scheduled hours of work.
- ii) When an Employee works on a holiday they shall be paid time and one-half (1 1/2) for all hours worked in addition to the seven and one-half (7 1/2) hours pay that they would have received had they not worked on the holiday.

**Article 25 - Sick Leave**

An Employee shall earn sick leave credits at the rate prescribed in Article 25 of this Agreement. Leave will be granted on an hourly basis with the hours being debited for each day of sick leave taken by an Employee being the same as the hours the Employee is scheduled to work on that day, exclusive of a meal break.

**Article 29 – Marriage Leave with Pay****Article 34 – Leave with Pay for Family Related Responsibilities****Article 41 – Volunteer Leave****Article 42 – Personal Leave**

All reference to days in Article 29, Marriage Leave with Pay and Article 34, Leave with Pay for Family Related Responsibilities, Article 41, Volunteer Leave and Article 42, Personal Leave shall be prorated.

ARTICLE 64

PART-TIME EMPLOYEES

Definition

64.01 Part-time Employee means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours a week.

General

64.02 Part-time Employees shall be entitled to the benefits provided in this Agreement in the same proportion as their normal weekly hours of work compared with thirty-seven and one-half (37 1/2) hours unless otherwise specified in this Agreement.

64.03 Part-time Employees shall be paid at the straight-time rate of pay for all work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week.

64.04 The days of rest provisions of this agreement apply only in a week when the Employee has worked five (5) days and thirty-seven and one-half (37 1/2) hours in a week at the hourly rate of pay.

64.05 Leave will only be provided during those periods in which Employees are scheduled to perform their duties or where it may displace other leave prescribed by this Agreement.

Designated Holidays

64.06 A part-time Employee shall be entitled to be paid for designated holidays in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of a full-time Employee. For Employees who do not work the same number of hours each week, their weekly hours of work shall be the weekly average of hours worked at the straight-time rate calculated on a monthly basis and adjusted if required at the end of the twelve-month period.

64.07 When a part-time Employee is required to work on a designated holiday the Employee shall be paid at time and one-half (1 1/2) of the straight time rate for all hours worked. In addition to the pay that the Employee would have been granted pursuant to Clause 54.06 above had they not worked on the holiday.

### Overtime

- 64.08 Overtime means authorized work performed in excess of seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week but does not include work on a holiday.
- 64.09 Subject to Clause 64.08, a part-time Employee who is required to work overtime shall be compensated in accordance with Article 18, Overtime.

### Vacation Leave

- 64.10 A part-time Employee shall earn vacation leave credits for each month in which the Employee receives pay for at least twice the number of hours in the Employee's normal workweek, at the rate of years for service established in Clause 23.01 of this Agreement, prorated and calculated as follows:
- a) when the entitlement is one and one-quarter (1 1/4) days a month, one-quarter (1/4) of the hours in an Employee's workweek per month;
  - b) when the entitlement is one and two-thirds (1 2/3) days a month, one-third (1/3) of the hours in the Employee's workweek per month;
  - c) when the entitlement is two and one-twelfth (2 1/12) days a month, five-twelfths (5/12) of the hours in the Employee's workweek per month;
  - d) when the entitlement is two and one-half (2 1/2) days a month, one-half (1/2) of the hours in the Employee's workweek per month.
  - e) when the entitlement is two and two thirds (2 2/3) days commencing in the month in which the Employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.

### Sick Leave

- 64.11 A part-time Employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an Employee's normal workweek for each calendar month in which the Employee has received pay for at least twice the number of hours in the Employee's normal workweek.

### Vacation and Sick Leave Administration

- 64.12
- a) For the purposes of Administration of Clauses 64.10 and 64.11, where an Employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
  - b) An Employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the monthly entitlement of a full-time Employee.

### Severance Pay

- 64.13
- a) Notwithstanding the provisions of Article 50, Severance Pay, an Employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compared with the normal scheduled weekly hours of work of full-time Employees.
  - b) For such an Employee who, on the date of termination of their employment, is a part-time Employee, the weekly rate of pay referred to in Article 50, shall be the weekly rate of pay of the Employee's substantive position on termination, adjusted to the full-time weekly rate.
  - c) Notwithstanding 64.13 b) above, if on the day immediately preceding the Employee's termination of employment, the Employee has been on an acting assignment and in receipt of acting pay for a period of at least four (4) months duration the weekly rate of pay shall be the rate the Employee was being paid on that day, adjusted to the full-time weekly rate.



ARTICLE 65

TERM EMPLOYEE CONVERSION

- 65.01 This Article applies when a term Employee is converted to an indeterminate Employee without a break in service between the term and indeterminate positions.
- 65.02 Subject to budget availability, after a cumulative working period of three (3) years with the Employer without a break in service longer than 60 consecutive calendar days, term Employees shall be converted to indeterminate at the level of the Employee's substantive position. The Employer agrees not to artificially create a break in service or reduce a term Employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.
- 65.03 The converted Employee's hire date shall be the date upon which they commenced the period of term employment immediately preceding the appointment to the indeterminate position.
- 65.04 A converted Employee shall maintain all accumulated leave credits earned while working as a term Employee upon becoming indeterminate.
- 65.05 Time worked as a term Employee shall count as service for the purposes of vacation leave, calculating severance and pay increments.

ARTICLE 66

AGREEMENT RE-OPENER

66.01 This agreement may be amended by mutual consent.

ARTICLE 67

DURATION

- 67.01 Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on April 1, 2022, and shall remain in effect until March 31, 2026.

**CANADIAN CENTRE FOR OCCUPATIONAL HEALTH AND SAFETY**

Signed on the July 28, 2023 day of Hamilton, 2023.

DocuSigned by:  
*Janet Mannella*  
A489A4A00EB943D...  
Janet Mannella  
Chief Negotiator, CCOHS  
VP Operations

DocuSigned by:  
*Yvone Defreitas*  
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Yvone Defreitas  
Director of Human Resources and  
Organizational Effectiveness

DocuSigned by:  
*Katarina Bohar*  
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Katarina Bohar  
Human Resources Manager

**THE PUBLIC SERVICE ALLIANCE OF CANADA  
UNE LOCAL 00394**

Signed on the 8 day of August, 2023.

DocuSigned by:  
*Craig Reynolds*  
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Craig Reynolds  
PSAC Regional Vice-President – Ontario

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*Patrick Hughes*  
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President, PSAC Local

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Laneydi Martinez-Alfonso  
Chief Negotiator, PSAC

**APPENDIX A****PAY RANGES**

	<b>Effective Dates / Dates d'entrée en vigueur</b>		<b>Rates</b>
	\$		
	A	<b>2022 04 01</b>	<b>6.00%</b>
	B	<b>2023 04 01</b>	<b>2.00%</b>
	C	<b>2024 04 01</b>	<b>2.00%</b>
	D	<b>2025 04 01</b>	<b>2.60%</b>
<b>BUD / IUN</b>	<b>95924</b>	<b>CC/OHS</b>	
<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/03		
	\$	\$42,737	\$50,282
	A	\$45,301	\$53,299
	B	\$46,207	\$54,365
	C	\$47,131	\$55,452
	D	\$48,356	\$56,894
<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/04		
	\$	\$46,972	\$55,261
	A	\$49,790	\$58,577
	B	\$50,78	\$59,749
	C	\$51,802	\$60,944
	D	\$53,149	\$62,529

<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/05		
	\$	\$51,659	\$60,777
	A	\$54,759	\$64,424
	B	\$55,854	\$65,712
	C	\$56,971	\$67,026
	D	\$58,452	\$68,769
<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/06		
	\$	\$53,862	\$67,328
	A	\$57,094	\$71,368
	B	\$58,236	\$72,795
	C	\$59,401	\$74,251
	D	\$60,945	\$76,182
<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/07		
	\$	\$61,629	\$77,034
	A	\$65,327	\$81,656
	B	\$66,633	\$83,289
	C	\$67,966	\$84,955
	D	\$69,733	\$87,164
<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/08		
	\$	\$68,220	\$87,833
	A	\$72,313	\$93,103
	B	\$73,759	\$94,965
	C	\$75,234	\$96,864
	D	\$77,190	\$99,382

<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/09		
	\$	\$76,073	\$97,945
	A	\$80,637	\$103,822
	B	\$82,250	\$105,898
	C	\$83,895	\$108,016
	D	\$86,076	\$110,824
<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/10		
	\$	\$86,982	\$105,399
	A	\$92,201	\$111,723
	B	\$94,045	\$113,957
	C	\$95,926	\$116,236
	D	\$98,420	\$119,258
<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/11		
	\$	\$93,133	\$112,855
	A	\$98,721	\$119,626
	B	\$100,695	\$122,019
	C	\$102,709	\$124,459
	D	\$105,379	\$127,695
<b>ZONE</b>	<b>STEP /ÉCHELON</b>	<b>MIN</b>	<b>MAX</b>
	CC/OHS/12		
	\$	\$93,225	\$120,027
	A	\$98,819	\$127,229
	B	\$100,795	\$129,774
	C	\$102,811	\$132,369
	D	\$105,484	\$135,811

**APPENDIX B****MEMORANDUM OF UNDERSTANDING****BETWEEN****THE CANADIAN CENTRE FOR OCCUPATIONAL HEALTH AND SAFETY****AND****THE PUBLIC SERVICE ALLIANCE OF CANADA**

The following is agreed to for the duration of the Collective Agreement that is until March 31, 2026.

1. An indeterminate Employee who is laid off shall be entitled to a lump sum termination payment in lieu of notice. Such lump sum termination payment will be based on the Employee's years of service with the Centre as shown in paragraph 2 below.

- 2.

Years of Service	Weeks of Termination Payment
Less than one year	10
1	20
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52



Years of Service	Weeks of Termination Payment
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	48
31	44
32	40
33	36
34	32
35	28

3. For an indeterminate part-time Employee the termination payment in paragraph 2 above will be pro-rated in the same manner as severance pay under the terms of the collective agreement.
4. An Employee who has received a lump sum termination payment and is rehired by the Centre shall reimburse the Centre an amount that corresponds to the period from the effective date of such rehire to the end of the original period for which the lump sum termination was paid.
5. In order to assist an Employee in their job search, the Employer will provide outplacement services which may include skills assessment, counseling, resume preparation and job search skills, such services will be provided no later than one month after the date of an Employee receiving their written notice of layoff.

Signed this 8 day of August, 2023.

For the Employer:

DocuSigned by:

*Janet Mannella*

A489A4A00EB943D...

Janet Mannella  
Chief Negotiator, CCOHS  
VP Operations

For the Union:

DocuSigned by:

*Laneydi Martinez Alfonso*

5346AB9133F641B...

Laneydi Martinez-Alfonso  
Chief Negotiator, PSAC

**APPENDIX C**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN CENTRE FOR OCCUPATIONAL HEALTH AND SAFETY**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**RE: CONTRACTING OUT**


The following is agreed to for the duration of the Collective Agreement that is until March 31, 2026.

Work of a permanent or recurring nature will not be contracted out if, in the assessment of management, such work can be performed by a member of the bargaining unit who possesses the skills and knowledge to perform such work, or by a laid-off Employee who possesses the skills and knowledge to perform such work and is eligible for appointment according to the priority for call-back as outlined in the letter of severance.

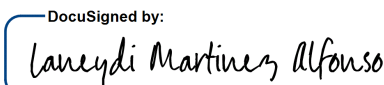
Work of a permanent or recurring nature will not be contracted out if such work results in layoffs or in the reduction of hours of work for members of the bargaining unit.

Signed this 8 day of August, 2023.

For the Employer:

DocuSigned by:  
  
A489A4A00EB043D...  
Janet Mannella  
Chief Negotiator, CCOHS  
VP Operations

For the Union:

DocuSigned by:  
  
5346AB0133F641B...  
Laneydi Martinez-Alfonso  
Chief Negotiator, PSAC

**APPENDIX D**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN CENTRE FOR OCCUPATIONAL HEALTH AND SAFETY**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**RE: EQUITY, DIVERSITY, AND INCLUSION**

The Employer and the Union share an interest in promoting a workplace environment in which all Employees are treated with dignity, respect, and supported to achieve their full potential. The Parties share the belief that equity, diversity, and inclusion strengthen our workplace and enhance creativity and innovation.

The Employer is committed to achieving and maintaining a fair and representative work force through the design and implementation of equity, diversity and inclusion strategies intended to eliminate or reduce barriers for members of designated groups and foster a sense of belonging, consistent with the Canadian Human Rights Act.

The Parties will consult on such initiatives in ways that demonstrate mutual commitment to equity, diversity and inclusion that encompasses our legal, moral, and ethical responsibilities and aims to provide opportunities for members of designated groups.

Training

All Employees and Managers shall be provided training on equity, diversity, and inclusion that the Employer and PSAC have consulted and collaborated on.

Consultation

The Employer will consult the Union on the development and implementation of policies and programs related to Equity, Diversity, and Inclusion.

Signed this 8 day of August, 2023.

For the Employer:

For the Union:

DocuSigned by:  
*Janet Mannella*  
A489A4A00EB943D...  
Janet Mannella  
Chief Negotiator, CCOHS  
VP Operations

DocuSigned by:  
*Laneydi Martinez Alfonso*  
5346AB9133F641B...  
Laneydi Martinez-Alfonso  
Chief Negotiator, PSAC

**APPENDIX E**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN CENTRE FOR OCCUPATIONAL HEALTH AND SAFETY**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**RE: HYBRID WORK**

The Employer agrees to maintain the current Hybrid Work Policy throughout the life of this Collective Agreement and in that time, engage the Union meaningfully in discussions about its plans for hybrid work, particularly if there should be decisions to significantly alter the Hybrid Work Policy for its Employees.

Employees may request hybrid work arrangements by completing the Hybrid Work Agreement form and submitting it directly to their supervisor/manager. Such requests shall not be unreasonably denied. The supervisor/manager will reply in writing within fifteen (15) days of receiving the request.

Employees may request to cancel or alter their hybrid work arrangement at any time. They must make this request in writing to their supervisor/manager. The supervisor/manager will reply in writing within fifteen (15) days of receiving the request.

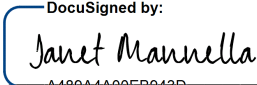
A request to alter a hybrid work arrangement shall not be unreasonably denied. If authorization to work in a hybrid arrangement is denied, the employer will provide, in writing, the reason(s) for the denial.

The Employer shall not require any employee to work in a hybrid arrangement without the consent of that employee unless there is a public health emergency.

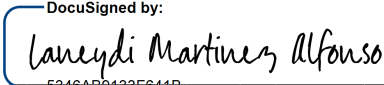
This Letter of Understanding is in effect for the duration of this Collective Agreement and shall expire at the end of this Collective Agreement, that is, on March 31, 2026.

Signed this 8 day of August, 2023.

For the Employer:

DocuSigned by:  
  
A489A4A60EB943D...  
Janet Mannella  
Chief Negotiator, CCOHS  
VP Operations

For the Union:

DocuSigned by:  
  
5346AB9133F641B...  
Laneydi Martinez-Alfonso  
Chief Negotiator, PSAC

**APPENDIX F**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CANADIAN CENTRE FOR OCCUPATIONAL HEALTH AND SAFETY**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**RE: WORKLOAD**

The parties agree that, in an attempt to address the issues around workload at CCOHS raised during negotiations, the Employer will document the process which Employees and Managers are to follow in the event of a workload issue.

This process will be completed in collaboration with the Union and be tabled at the Union Management Consultation Committee (UMCC). This process will include such details as, the communication between the employee and the Supervisors/Managers, education and training for Employees and Managers and procedures in order to resolve problems.

The discussions may include such things as the nature and requirements of the assignment(s) available staff, objectives, timelines/deadlines, scheduling, etc.


The Employer may take such actions as: reassignment of duties elsewhere, re-assignment of the employee, assigning other persons to help with the workload, training, alternative work arrangements, re-examine scheduling of hours, planning ahead, workflow analysis, technological assistance, resource review, examination of other factors.


The process shall be finalized no later than one hundred and eighty (180) days following ratification of the Collective Agreement.

Signed this 8 day of August, 2023.

For the Employer:

For the Union:

DocuSigned by:  
  
A489A4A00EB943D  
Janet Mannella  
Chief Negotiator, CCOHS  
VP Operations

DocuSigned by:  
  
5346AB9133F641B  
Laneydi Martinez-Alfonso  
Chief Negotiator, PSAC