

COLLECTIVE AGREEMENT

BETWEEN

**The CANADIAN UNION OF PUBLIC EMPLOYEES -
LOCAL 37**

(Hereinafter referred to as the "Employer")

AND

**UNIFOR
LOCAL 191**

(Hereinafter referred to as the "Union")

January 1, 2023 through December 31, 2025

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0.00 SUB-CONTRACTING

0.01 Sub-contractors or sub-contracting of work covered under the scope of Appendix A shall not be used without the approval of the Union. Such consent will not be unreasonably withheld.

1.00 PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the Employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and the Employees; to promote and maintain such conditions of employment and, in recognition whereof, the Employer and the Union agree as follows:

2.00 BARGAINING AGENCY AND RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining authority for all Employees in its' office within the jurisdiction of Unifor – Local 191 and within the classification of office and clerical workers and caretaker / maintenance listed in Appendix "A" or within such new classifications as may from time to time be agreed to and established by the parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed Officer, Business Agent or Representative of the Employer whose duties are as outlined in their respective Constitutions.

3.00 UNION REPRESENTATION

3.01 The Employer shall recognize the representative(s) as selected by the Union for purposes of collective bargaining, agreement administration and general union business as the sole and exclusive representative(s) of all Employees within the bargaining unit as defined in Article 2 of the Agreement.

3.02 The representative(s) of the Union shall have the right to contact the Employees at their place of employment on matters respecting the Agreement or its' administration. The Union shall obtain authorization from the Employer as to appropriate time for such contact before meeting the Employees.

3.03 The Employer shall recognize the Office Steward elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward for carrying out the duties proper to that position. The Union shall inform the Employer of the name of the Office Steward.

3.04 The Office Steward may, within reason, investigate and process grievances or confer with the representatives of the Union during working hours without loss of pay. If possible, the area for such purposes and such permission shall not unreasonably be denied.

3.05 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union or for the exercise of rights provided by this Agreement.

3.06 Employees selected to act on behalf of the Union shall not have their wages reduced by reason of time spent processing grievances.

3.07 No more than two (2) Employees shall attend collective bargaining sessions as scheduled between the Employer and the Union, for the purpose of negotiating collective agreements between the Parties. The Employer shall not reduce the regular wages for the Employee attending collective bargaining sessions.

4.00 WARNINGS, DISCIPLINE AND DISMISSALS

4.01 It is hereby agreed that the Employer has the right to discharge for just cause. The Employer shall inform the Employee and the Union in writing of the reasons for such discharge at the time of the discharge.

4.02 The Union recognizes the right of the Employer to warn, suspend, discharge or otherwise discipline an Employee subject to the Employee's recourse to the Grievance Procedure.

4.03 In the case of all permanent employees any disciplinary documents shall be removed from the employee's record and destroyed after one year's time. After the one-year period; the documents will not be held against the employee or employer in any way.

4.04 If, upon joint investigation by the Union and the Employer or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged, such Employee shall, subject to the Award of said Board or pursuant to the mutual findings of the Union and the Employer, be reinstated to their former position without any loss of seniority, rank or benefits and shall be compensated by the Employer for all time lost retroactive to the date of the discharge.

5.00 GENERAL

5.01 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

5.02 Discrimination - There shall be no discrimination, interference, coercion, restriction, intimidation, harassment or stronger discipline against any Employee on account of religious beliefs, gender, mental disability, physical disability, marital status, age, ancestry, or place of origin of that person, race, creed, colour, nationality, sex, sexual preference, political affiliation or connection with a Trade Union organization.

5.03 The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its' terms and conditions. The Union Label shall be the official Union Label of Unifor with the designation of Local 191 and shall remain the sole property of the Union.

5.04 It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of their duties to refuse to cross a legal Picket Line established or recognized by the Union.

6.00 GRIEVANCES

6.01 A grievance is any difference between the parties concerning the Agreement's interpretation, application, operation of any alleged violation of the Agreement or any question as to whether any difference is arbitrable.

6.02 The Union, or the Employer may instigate a grievance under the terms of this Agreement. Grievances must be filed within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved party prevents such filing.

6.03 Grievance Procedure:

Step One: The grievance will be heard by the Treasurer or Recording Secretary of the Employer within fourteen (14) days and a reply will be submitted to the Union within five working days of the hearing.

Step Two: Within five (5) working days of receipt of the response the Union may submit the grievance to the President of CUPE Local 37. The President or his designate will conduct a hearing on the matter within ten (10) days. A response will be sent to the Union in writing within five (5) working days of the hearing.

Time limits may be extended by mutual agreement between the Union and the Employer. If the parties fail to settle the grievance at Step two, either party may proceed under Article 7.00 - Board of Arbitration.

7.00 ARBITRATION

7.01 If the Parties fail to reach an agreement under Article 6.00 - Grievances, they may by written notice to the other party stating the nature of the difference, require the establishment of an Arbitrator. Such written notice must be served within ten (10) days following the completion of Article 6.

7.02 The parties would appoint a single arbitrator to hear any grievance that is forwarded to arbitration within thirty (30) days of the intent of arbitration. Should the parties not agree to a single arbitrator, they will request one to be appointed from the Alberta Labour Relations Board (ALRB).

7.03 If the two parties fail to select an Arbitrator within thirty (30) days, they shall request the Minister of the Alberta Department of Labour to select an Arbitrator.

7.04 The Arbitrator, by their decision, may not change, modify or alter any of the terms of this Agreement except where an Employee has been suspended, dismissed or otherwise disciplined the Arbitrator may confirm, modify or set aside the decision. All differences submitted shall depend on or involve any issue or contention by either party that is contrary to any provisions of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.

7.05 The Arbitrator shall give their decision not later than thirty (30) days after the conclusion of the hearing; except that with the consent of both parties, such limitation of time may be extended. The findings, recommendations and/or decision of the Arbitrator shall be final and legally binding on both parties.

7.06 Each party to the difference shall bear the expense of the Arbitrator equally.

7.07 Prior to proceeding to arbitration, the parties may voluntarily agree to use the services of an independent mediator, to attempt resolution of a grievance prior to arbitration. The mediator will be mutually agreed upon and any recommendations made by the mediator shall not be binding on either party. The costs of the mediator will be equally shared between the parties.

8.00 TECHNOLOGICAL AND PROCEDURAL CHANGES

8.01 In the event of proposed technological changes such as the introduction of new office machinery & new computer processes & systems the Employer agrees to discuss with the Union Representatives such changes and further agrees to offer employment to the present Employees before hiring from the outside market. The Employer further agrees to institute a training program for those Employees who wish to accept employment in these positions.

9.00 TRAINING

9.01 Training time will be allocated for training of a new Employee or an Employee presently employed in another classification or any training required by the Employer. If necessary, temporary Employee(s) will be hired to fill in.

9.02 The Employer recognizes that certain educational opportunities may be available that benefit the Employee and shall give fair and reasonable consideration to bargaining unit members to attend, with no loss of pay and be compensated for all reasonable expenses associated with the attendance including registration costs.

10.00 DURATION

10.01 This Agreement shall be in full force and effect as of the first (1st) day of January 2023 and continue in full force and effect through to the thirty-first (31st) day of December 2025 and from year to year thereafter except as hereinafter provided.

10.02 Either party wishing to amend or terminate this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.

10.03 If notice to negotiate, following any notice to terminate, has been given by either party prior to the date of such termination or if notice to amend has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said anniversary date or the said termination date until fourteen (14) days after the date upon which a vote is held under the provisions of the Alberta Labour Act on the acceptance or rejection of an Award of a Conciliation Board.

10.04 If notice to negotiate is given by either party before or after notice to terminate has been given by either party, this Agreement shall continue in full force and effect until the commencement of a lawful Strike or Lockout. Should a Strike or Lockout commence and then cease, the provisions of this Agreement shall again continue in full force and effect until a new Collective Agreement has been concluded, signed and implemented. The parties to this Agreement shall make every effort to complete the procedures in the Act and conclude an Agreement prior to the expiry date.

10.05 Any conclusions reached in the aforementioned negotiations shall be made retroactive to the said anniversary date or the said termination date.

11.00 UNION SECURITY

11.01 The Employer agrees that all eligible Employees shall maintain union membership as a condition of employment. New eligible Employees who are retained beyond thirty (30) days employment shall become members of the Union.

11.02 Employees, if working more than two (2) hours in any calendar month, shall be required to pay one month's dues.

11.03 The Employer, when requested by the Employee, agrees to deduct the amount authorized as Union Dues and Initiations once each month and to submit monies collected to the Treasurer of the Union by the fifteenth of the following month, together with a list of the Employees from whom such deductions were made.

11.04 Upon written notice from the Union that an eligible Employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said Employee seven (7) days from date of notice.

11.05 An Employee shall not be required to work in conditions that are in violation of the Alberta Occupational Health and Safety Act and any amendments thereto, or any enactments subsequently legislated in Alberta. Employees exercising their right to refuse unsafe work under such legislation will be protected in accordance with the applicable provision:
No person shall dismiss or take any other disciplinary action against a worker by reason of that worker acting in compliance with this Act, the regulations, the adopted code or an order given under this Act or the regulation.

12.00 SENIORITY

12.01 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office wide basis.

12.02 An Employee shall lose all seniority rights for any one or more of the following reasons:

- I. Voluntary resignation
- II. Discharge for cause
- III. Failure to return to work within three (3) working days after being called by priority post, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.
- IV. Being laid off for more than six (6) months from their last scheduled work day.

12.03 Employees retained on staff following the probationary period shall have seniority credited to date of hiring.

Seniority lists shall be made available by the Employer at such time as may be required for the administration of this Agreement.

13.00 PROMOTION, LAY-OFF, RECALL AND SEVERANCE

13.01 When the employer decides to fill a job vacancy, the employees from within the office will be given the first opportunity before hiring external candidates; provided they have the necessary qualifications to fill the vacant position.

13.02 Promotions shall be made on the basis of seniority, ability and experience. In the event two or more Employees have the same relative ability and experience, the Employee with the greater seniority shall be selected.

13.03 In the event an Employee has been promoted or transferred to a position, the Employee shall serve a ninety (90) working days trial period during which time the Employee may request to be returned to their previous position without loss of seniority and the Employer shall have the right to return the Employee to their previous position without loss of seniority, if it is, in the opinion of the Employer, that the Employee does not perform in new position satisfactorily. The Employer may extend the trial period to a maximum of sixty (60) additional working days with the mutual consent of the Parties to this Agreement.

13.04 If a reduction of office staff is necessary, the Employee with the least amount of seniority in any classification shall be the first laid off from that job, but they may displace an Employee in the same or lower classification with the least seniority in such classification providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure may themselves move back and displace Employees having less seniority in the same or lower classification providing such Employees have the necessary qualifications and seniority.

13.05 All permanent and permanent part-time Employees shall be given two weeks written notice of lay-off.

13.06 Employees laid-off or discharged during the probationary period shall have the right to file a grievance if, in the opinion of the Union, some discrepancy has taken place in the lay-off or discharge.

13.07 Any permanent full-time or part-time Employee with six (6) months or more of service who is laid-off due to lack of work or redundancy shall be placed on the recall list for a period of six (6) months from their last scheduled day of work. After that period, the employee will no longer be an Employee of the Employer.

13.08 Employees on the recall list shall have rights to any vacancy in their former job classification or to a similar classification for which the Employee is qualified and the Employer shall not hire or promote to such classification while an eligible Employee is on the recall list.

13.09 All rights due to seniority under this Agreement shall be unaffected by such lay-off period. Salary of recalled Employees shall be based on seniority at time of lay-off.

13.10 Severance pay shall be a minimum of two (2) weeks per year of completed service and prorated for non-completed years. A week is calculated at thirty-four (34) hours per week.

14.00 DEFINITION OF EMPLOYEES

14.01 A permanent Employee is any person employed on a full-time permanent basis.

14.02 A permanent part-time Employee is any person employed on a continuing basis for less than the normal hours of work or work week. Permanent part-time Employees shall be covered by all the conditions of this Agreement except as follows:

- I. Sick leave entitlement shall be on a pro rata basis consistent with time employed;
- II. Statutory Holidays shall be paid on a pro rata basis consistent with time employed;
- III. Annual Vacation pay shall be based on a percentage of gross wages in accordance with Article 22.06 for the earned vacation period.

14.03 A temporary Employee is one hired by the Employer as a replacement into a specific job and hired for a specific period of time. Should employment exceed six (6) months, the Employee will be considered a permanent Employee and will have rights under this Agreement and seniority shall date back to the original date of employment. This clause does not refer to replacement Employees hired for extended sick leave or maternity or paternity leave or extended leave granted for Union activities.

14.04 A casual Employee is one hired for extra or relief work on a call-in basis only and shall be guaranteed not less than two hours work on each day which they are employed. These Employees do not accrue seniority.

14.05 All new Employees, except temporary or casual Employees, will be considered probationary for the first six (6) months of employment. After six (6) months employment, an Employee will become permanent. A temporary Employee transferred to permanent status will not be required to serve a further probationary period.

14.06 Should the Employer merge with another organization, this Collective Agreement shall be recognized and remain in full force and effect with the successor organization.

14.07 New Employees shall be given a three (3) month and a five (5) month review during their probationary period.

14.08 The Employer or their representative shall make known to the Employees the duties the Employees are expected to perform and from whom the Employees shall receive their instructions as to the policies and procedures of the establishment.

15.00 HOURS OF WORK

15.01 Office & Clerical - A regular working day shall consist of eight and a half (8.5) hours between the hours of 7:00 a.m. and 4:30 p.m., four (4) days per week. A regular set paid lunch period within this time of one (1) hour shall be designated by the Employer. This paid break will be taken on the Employer's premises unless mutually agreed upon between the Employer and the Employee. Such requests will not be unreasonably denied. Article 15.03 no longer applies to office staff.

15.02 Caretaker / Maintenance - A regular working day shall consist of eight and a half (8.5) hours between 10am - 8 pm; Mondays - Thursdays / or Tuesdays - Fridays (four (4) days per week). Schedule changes between these schedules for this position are not limited by article 15.05. A regular set paid lunch period within this time of one-half (1/2) hour shall be designated by the Employer.

15.03 Two relief periods per day of fifteen (15) minutes each, one in the first half of the shift and one in the second half of the shift shall be provided.

15.04 Employees required to perform work outside the office to do banking or any other business for the Employer shall not be required to conduct this business before or after the regular hours of work or during the lunch break.

15.05 If the Employer requires an Employee to change their present shift they must provide the Employee with forty-eight (48) hours written notice of such change. Such change is limited to four (4) occurrences per calendar year; or as mutually agreed upon.

16.00 EMPLOYEE BENEFITS

16.01 The Employer shall provide for Alberta Health Care for permanent employees.

16.02 All permanent Employees will be covered by the mutually agreed upon Employee Benefit Plan that the Employer holds with Great West Life under Policy #263401 that was effective September 1, 2009. The Employer will pay the monthly premium with the exception of the Long-Term Disability which will be paid by the Employee. The Employer will ensure that the benefit provider will supply each participant in the plan with a drug card at no cost to the Employee.

16.03 A Health Spending Account with Great West Life will be implemented for permanent Employees in the amount of seven hundred and fifty (\$750) dollars for year one. And increase to nine hundred (\$900) in year two and increase to one thousand and fifty (\$1050) in year three.

16.04 The Employer shall contribute each pay period, for permanent staff, 11.45% of gross pay for the life of the collective agreement into a variable Registered Retirement Savings Plan established at a mutually agreed upon institution. The Employer will also be responsible for any administration/investment fees charged by the Registered Retirement Savings Plan provider to the Employee. In addition, these permanent Employees shall contribute two per cent (2%) of gross earnings into this same established variable RRSP. For clarification purposes, staff employed on a casual basis are not eligible.

Deposit shall be made monthly and may only be withdrawn upon retirement; in which case the Employee shall receive the total (Employee and Employer) amount on deposit. The RRSP shall be in the name of the Employee.

16.05 Fitness Reimbursement: The Employer shall contribute up to five hundred dollars (\$500) per calendar year upon submission of a valid receipt for a gym or fitness membership, weight loss program, smoking cessation, or similar program approved by the employer.

17.00 SICK LEAVE AND LEAVE OF ABSENCE

17.01 Permanent employees shall be allowed one and a half (1.5) days sick leave with pay for each month worked, such sick leave to be cumulative from year to year to a maximum of 77 actual working days. Employees do not accrue sick time while on sick leave. If requested by the Employer, a Doctor's Certificate must be supplied by the Employee in respect of any illness extending beyond four (4) working days, the cost of which the employer will reimburse.

17.02 Illness in the Family. Where no one, other than the Employee, can provide for the needs during illness of an immediate member of the Employee's family, an Employee may be entitled, after notifying their Employer, to use a maximum of eight (8) accumulated sick leave days per illness for this purpose, based on operational needs. The Employee must provide documented proof of the illness of the family member, if requested by the Employer, and illness exceeds four (4) working days.

17.03 Upon giving fourteen (14) days notice to either leave the employ of CUPE Local 37 or to retire, an employee with ten or more years' service shall receive fifty per cent (50%) of their unused accumulated sick leave to be deposited in an RRSP of their choice.

17.04 Permanent & Permanent Part-Time employees shall be granted extended sick leave of absence, without pay, of up to six (6) months with up to one (1) year of service and as required if over one year of service beyond the paid sick leave entitlement provided in (a) above during periods of lengthy illness or disability as certified by a Medical Doctor. During that period of leave beyond the paid sick leave entitlement seniority shall be retained.

17.05 Permanent & Permanent Part-Time employees fully disabled during the period of annual vacation, shall, upon presentation of a Doctor's Certificate, be considered on sick leave for the duration of the disability or sickness and the remaining days of their vacation shall be taken at a time mutually convenient to the Employer and the Employee.

17.06 Permanent & Permanent Part-Time employees delegated to perform Union activities or appointed to act on various Labour Commissions and Boards shall be granted leave of absence, without pay, without loss of seniority. Employees hired as full-time representative for the Union shall be granted leave of absence without loss of seniority and without pay. No more than one (1) Employee may be on leave under this clause at a time; unless mutually agreed upon.

17.07 If a Permanent or Permanent Part-Time employee applies for and is granted a leave of absence (not exceeding thirty days) the Employer agrees to pay their portion of the existing monthly premiums for benefits as stated in this Agreement. For any leave granted beyond that time period the Employee must pre-pay all benefits costs if they wish to remain on the benefit plan.

17.08 Any permanent employee may apply for up to six (6) months leave of absence, without pay, for reasons other than sick leave or union activities. Permission for such leave must be obtained from the Employer in writing. Employees granted leave under this clause must pre-pay the Employer and Employees share of the benefit premium; if they wish to remain on the benefit plan.

17.09 a) When death occurs in a permanent employee's immediate family, that is current spouse, common-law spouse, same gender partner, parent, step-parent, step-brother, step-sister, grandparents of the Employee and spouse, grandchild, guardian, parent of the current spouse, child or ward, brother, sister or a related dependent of the Employee (living in the household of the Employee), parent-in-law, step parent-in-law, brother-in-law, step brother-in-law, sister-in-law, step sister-in-law, grandparent-in-law or step grandparent-in-law, the Employee on request, shall be excused for seven (7) consecutive days to attend to the responsibilities arising from the death of a member of the Employee's immediate family.

17.09 b) Bereavement Leave Extension

In addition to the above specified days leave with pay; 2 days leave without pay shall be granted upon request. Additional time as reasonably necessary may be granted on leave without pay, with the proviso that all applications for such extensions must be submitted at the time of the original request unless extenuating circumstances justify otherwise.

17.10 The Employer shall grant one (1) day leave with pay for the purpose of mourning or to attend the funeral of any person related more distantly than those listed above, provided reasonable notice and documentation is given. In the case of a close person or friend, this will be contingent on proof of attendance at the funeral.

17.11 The payment of full salary without regard to fee as a juror or witness shall be paid to Permanent & Permanent Part-Time employees who are absent for jury duty or duty as a witness under subpoena. It is agreed the Employee shall return to the Employer any monies received from the Court for such duty. It is understood that this clause does not apply if the Employee is the plaintiff or defendant in the court matter.

18.00 MATERNITY/PARENTAL/ADOPTION LEAVE

18.01 Maternity/Parental/Adoption leave of absence shall be granted by the employer upon application by the employee. The terms of the leave will be in accordance with the current employment standards act.

18.02 The Employer shall implement a Supplementary Employment Benefits Plan, which shall provide an employee on maternity leave with one hundred percent (100%) of their normal weekly earnings during the health-related portion of the maternity leave for a maximum of twelve (12) weeks. The employee agrees to provide to the Employer copies of all EI benefit payments verifying the amount of EI weekly benefit received for which the employee is requesting SEB plan benefits.

18.03 During maternity/parental/adoption leave and the extensions provided for in 18.04, an Employee continues to accrue accumulation of continuous service for the purpose of job security, severance pay calculation and seniority

18.04 If the birth happens after the date predicted, the Employee is entitled to an extension of their maternity leave equal to the period of delay.

18.05 A Permanent Full-Time & Permanent Part-Time employee is entitled to sick leave when they can provide a medical certificate. Such leave will terminate once the baby is born.

19.00 ALLOWANCES AND PREMIUMS

19.01 Upon ratification, the Employer will pay a lump sum of \$625.00 to the Office Manager and \$1875.00 to the Caretaker/Maintenance person. All employees who are authorized by the Employer to use their own personal transportation on the Employer's business shall receive a per kilometer payment, as per the Canada Revenue Agency rate, for the Office Manager and Caretaker/Maintenance person.

19.02 The Employer agrees to supply parking, with plug-ins, free of charge, to the Employees.

19.03 Shift Differential – Permanent & Permanent Part-Time Employees required to work the evening shift (between the hours of 9pm and 7am) and also the weekend shift, shall be paid one (1) additional hour per day as a shift premium. These premiums shall not apply to overtime hours.

19.04 Caretaker/Maintenance Clothing Allowance / P.P.E. – The Employer agrees to pay three hundred (\$300) dollars per year for clothing allowance and an additional one hundred and fifty (\$150) dollars per year for steel-toed safety footwear. The Employer agrees to supply all required Personal Protection Equipment including single-lens prescription safety glasses. Caretaker/Maintenance Employee is required to wear P.P.E. at all times while working.

19.05 The Employer agrees to pay an additional one dollar (\$1.00) per hour shift differential (excluding overtime) to all employees for hours worked between 1800 hours and 0700 hours. Where the majority of the shift worked is between 1800 hours and 0700 hours, the shift differential shall apply to all hours worked.

20.00 OVERTIME

20.01 All time worked in excess of the regularly established working day or time worked on an Employee's recognized days of rest shall be considered overtime and paid at the rate of double (x2) time. All Over-Time must be pre-approved by the employer (A Full Time Officer).

20.02 All Permanent & Permanent Part-Time employees required to work overtime in excess of two (2) hours shall be allowed a fifteen (15) minute rest period at the applicable rate of pay and will be applicable for each two hours thereafter. This article does not apply to scheduled, full shift overtime.

20.03 In taking of lieu time for overtime, a minimum of four (4) hours must be worked and banked before the Employee can request this time off. The Employee shall earn two hours of time off, at straight time for each hour of overtime worked. The Employee must notify the Employer, in writing, of the intent to bank this time at the time it is actually worked. Such time shall be taken at mutually agreed times.

20.04 Permanent & Permanent Part-Time Employees required to work additional hours over and above their regularly established hours from Monday to Friday shall be notified the day before, otherwise, the overtime rate of pay and conditions shall apply.

20.05 Permanent & Permanent Part-Time employees who are called in during regular scheduled days off or vacations or who are called back to work outside the regular days shall receive a minimum of three (3) hours pay at overtime rates provided the Employee reports for work.

20.06 Permanent & Permanent Part-Time employees required to work Statutory Holidays shall receive double (x2) time and, in addition, shall receive a lieu day off with pay at the mutual convenience of the Employer and the Employee.

20.07 Overtime, except emergency work, shall be on a voluntary basis, and qualifications being equal, shall be distributed between all members of the staff.

21.00 STATUTORY HOLIDAYS

21.01 The Employer agrees to provide Permanent & Permanent Part-Time Employees with the following Statutory Holidays without loss of pay:

New Year's Day	Labour Day
Family Day (3rd Monday Feb.)	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

...and any other day that may be stated as a legal holiday by the Federal, Provincial, or Civic Governments provided the Employee works the scheduled working days preceding and following the Statutory Holiday.

If an Employee is absent due to illness on the days preceding or following a Statutory Holiday, they shall be deemed to have worked on such days providing satisfactory proof is presented.

There will be a minimum of one office staff person between Christmas and New Year's Day.

21.02 The Employer further agrees that, should one of the above Statutory Holidays fall on a regular day off, the Employee shall receive an additional day(s) with pay at the mutual convenience of the Employer and the Employee, to be taken not later than the end of the subsequent year's vacation period.

22.00 VACATIONS

22.01 Annual vacations shall be by mutual agreement between the Employees in the office, subject to the needs of the operation. However, should mutual agreement not be reached, senior Employees shall be given preference in the selection of vacation periods.

22.02 For all Permanent & Permanent Part-Time employees, the vacation credit date shall be January 1 and vacation entitlement shall be based on calendar years of service. A calendar year is defined as a standard January 1 to December 31. An Employee with less than one calendar years service shall have their vacation entitlement pro-rated at one day's vacation for each month's service to a maximum of nine (9) working days. This credit shall be taken between January 1 and December 31 of the Employee's first calendar year.

Vacation Entitlement may only be taken AFTER it is earned.

Vacation Entitlement Chart (Clerical & Caretaker/Maintenance)

Continuous Service From:	Less Than:	Vacation Entitlement (Days)
One Year	Five Years	Twelve Working Days
Five Years	Ten Years	Sixteen Working Days
Ten Years	Fifteen Years	Twenty Working Days
Fifteen Years	Twenty Years	Twenty Four Working Days
Twenty Years	Twenty Five Years	Twenty Eight Working Days

22.04 Vacation must be taken by December 31st of each year. Vacation time may NOT be carried forward unless prior approval is obtained from the employer

22.05 Vacation pay shall be at current weekly wages or at 6%, 8%, 10%, 12%, and 14% of gross wages for the period in which the vacation was earned for three, four, five, six or seven weeks vacation entitlement respectively, whichever is greater.

22.06 Employees shall be entitled to one day with pay per calendar year to attend to personal needs. Such day shall be taken by mutual agreement.

23.00 SALARIES AND/OR WAGES AND SERVICE PAY

23.01 Employees shall be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with Appendix "A" which is attached hereto and made part of this Agreement.

23.02 If a new position is established during the life of this Agreement, such position shall be subject to negotiations between the Employer and the Union and shall be attached to and become part of this Agreement. No Employee shall suffer a loss of wages or other benefits as a result of reclassification.

23.03 It is expressly understood and agreed that the salary scales herein provided for are minimum scales. No clauses in this Agreement shall be so construed as to reduce the pay or increase the hour of an Employee now on the payroll of the Employer. Nor can it be so construed that any Employee may not be given a salary above minimum, be granted an increase in pay before that period specified or be advanced or promoted in the service of the Employer.

23.04 Employees shall be paid weekly or bi-weekly as mutually agreed between the Employer and the Employees. If a pay day falls on a Statutory Holiday or on a non-working day, pay day shall be advanced to the day before the holiday or the last banking day.

23.05 Where an Employee is promoted from a lower classification to a higher classification they shall be paid the next clear step higher than their present rate in the classification to which they have been promoted provided they can fulfill the qualifications and such appointment shall be subject to job and salary review after thirty (30) days

23.06 An Employee assigned to a higher job classification or who for vacation or sick leave or for other leave of absence, temporarily replaced another Employee in such higher classification shall be paid at the next clear step of the classification which they are relieving for the period so employed provided the Employee has the qualifications necessary and fulfills the duties of the higher job.

23.07 Employees required to travel out of town on the Employer's business shall be paid travel time at the straight time rate of pay for any time spent in travel.

23.08 Service Pay Table

Years of Service:	Service Pay (Per Hour):
Five	Five Cents (\$0.05)
Ten	Ten Cents (\$0.10)
Fifteen	Fifteen Cents (\$0.15)
Twenty	Twenty Cents (\$0.20)
Twenty Five	Twenty Five Cents (\$0.25)

APPENDIX "A"

Attached to and forming part of the Agreement between the Canadian Union of Public Employees Local #37 and Unifor Local 191.

OFFICE LEAD

Required to perform the following without needing supervision and capable of using independent judgment.

Reports to the Three Full Time Officers.

- Oversees and directs the work of all Bargaining Unit Employees
- Organizes and participates in the day-to-day maintenance and processing of a variety of financial and payroll records including reconciling and balancing of accounts
- Bookkeeping
- Applies a working knowledge of applicable laws and regulations; verifies documents for completeness and compliance with government agencies
- Accounts Payables / Accounts Receivables / Payroll
- Per Capita Reporting
- Clerical support to the Executive including advanced typing of memo's, letters etc.
- Support the Full-time Officers in the maintenance and updating of the C.U.P.E. Local 37 Website
- Secretarial duties as required including care and maintenance of office equipment
- Manage building rentals, contracts, billings, etc.
- Human Resources: Involved in recruitment, interviewing and selection of office staff as well as administering benefit programs and tax documents
- Reports directly to the three full time officers (President / Treasurer & Recording Secretary)
- Other duties as assigned within reason

RATE SCHEDULE	2023 (Bi-Weekly Rate)	2024 (Bi-Weekly Rate)	2025 (Bi-Weekly Rate)
First Six Months	\$2451.66	\$2500.69	\$2563.21
Job Rate	\$3026.00	\$3086.52	\$3163.68

ADMINISTRATIVE ASSISTANT

Required to do the following under supervision, but capable of using independent judgment when necessary.

Reports to the Three Full Time Officers.

- Perform moderately complex clerical tasks accurately and efficiently
- Accurate record keeping and Data Entry of all Meeting Minutes
- Maintain and update information in member database system
- General Reception Duties (Telephones / Mail & Couriers / Greet Members / Scheduling Executive Meetings etc.)
- Clerical support to the Executive including advanced typing of memo's, letters, reports etc.
- Newsletter (Create, Print, Inserter Machine, Address Envelopes)
- Grievance Procedures
- National Representative Clerical Work
- Check-offs (includes initiations and per capita reports)
- Other Duties as assigned within reason

RATE SCHEDULE	2023 (Bi-Weekly Rate)	2024 (Bi-Weekly Rate)	2025 (Bi-Weekly Rate)
First Six Months	\$2429.71	\$2478.30	\$2540.26
Job Rate	\$2699.65	\$2753.64	\$2822.48

OFFICE ASSISTANT

Required to do the following under supervision.

Position is Full-Time.

Reports to the Full Time Officers.

- General Reception Duties (Telephones / Mail & Couriers / Greet Members / Scheduling executive Meetings etc.)
- Retiree Packages
- Flowers & Baskets
- Rental Bookings
- 709 Clerical Work
- Perform moderately complex clerical tasks accurately and efficiently
- Clerical support to the Executive including advanced typing of memo's, letters, reports etc.
- Maintain and update information in member database system
- Other Duties as assigned within reason

RATE SCHEDULE	2023 (Bi-Weekly Rate)	2024 (Bi-Weekly Rate)	2025 (Bi-Weekly Rate)
First Six Months	\$2347.13	\$2394.07	\$2453.92
Job Rate	\$2606.91	\$2659.05	\$2725.53

CARETAKER/MAINTENANCE

Required to perform the following duties and capable of using independent judgment.
Reports to the Full Time Officers.

- Routine light and heavy manual cleaning and building maintenance (including sweeping, mopping, dusting, scrubbing, waxing and polishing furniture) as well as (Garbage and Recycling Disposal, Changing Light Bulbs, Painting, Plumbing, Washing of Windows and Walls as well as minor repairs in maintenance of building)
- Maintaining Building in a clean and sanitary condition
- Operation of various machines (industrial vacuum, floor polisher & carpet cleaners)
- Required to order and purchase an adequate supply of cleaning materials
- Snow Removal
- Grass Cutting and General Maintenance of Exterior, including litter pick-up
- Set up and Take Down of various meeting and Banquet arrangements
- Arrange Service Technicians as required
- P/U and Deliver of Supplies etc. when required
- Other Duties as assigned within reason

RATE SCHEDULE	2023 (Bi-Weekly Rate)	2024 (Bi-Weekly Rate)	2025 (Bi-Weekly Rate)
First Six Months	\$2327.55	\$2374.10	\$2433.45
Job Rate	\$2586.12	\$2637.84	\$2703.79

CUSTODIAN

Required to do the following under supervision.
Position is Part-Time / On Call.
Reports to the Full Time Officers.

- Routine light and heavy manual cleaning and building maintenance (including sweeping, mopping, dusting, scrubbing, waxing and polishing furniture) as well as (Garbage and Recycling Disposal, Changing Light Bulbs, Painting, Plumbing, Washing of Windows and Walls as well as minor repairs in maintenance of building)
- Maintaining Building in a clean and sanitary condition
- Operation of various machines (industrial vacuum, floor polisher & carpet cleaners)
- Snow Removal
- Grass Cutting and General Maintenance of Exterior, including litter pick-up
- Set up and Take Down of various meeting and Banquet arrangements
- Arrange Service Technicians as required
- P/U and Deliver of Supplies etc. when required
- Other Duties as assigned within reason

RATE SCHEDULE	2023 (Hourly Rate)	2024 (Hourly Rate)	2025 (Hourly Rate)
First Six Months	\$29.86	\$30.46	\$31.22
Job Rate	\$33.17	\$33.83	\$34.68

Note: For the Custodian; Six Months is equal to 800 Hours worked.

APPENDIX "B"

Attached to and forming part of the Agreement between the Canadian Union of Public Employees Local #37 and Unifor Local 191.

Great West Life vision care changes from \$100.00 (one hundred dollars) to \$350.00 (three hundred and fifty dollars).

24.00 SIGNATURES

Signed on behalf of –

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 37



President



Treasurer

Recording Secretary

UNIFOR
LOCAL 191



Staff Representative

National Representative



Shop Steward

Letter of Understanding

Between

Canadian Union of Public Employees Local 37 (the "Employer")

and

Unifor Local 191 (the "Union")

New Classification – Clerical Assistant

The Employer and the Union hereby agree that the new classification of Clerical Assistant will be established and be covered by the Collective Agreement between the Employer and the Union effective January 1, 2023 to December 31, 2025, in accordance with the following terms and conditions.

1. The Clerical Assistant classification will adhere to the below job description and salary scale.
2. Implementation of this Letter of Understanding will not result in the reduction of wages or hours for current staff.
3. This agreement is not intended to alter or amend the rights of either party as outlined in the Collective Agreement and only amends the Collective Agreement as expressly stated in this document.
4. This Agreement is made with precedent and without prejudice.

CLERICAL ASSISTANT

Required to do the following under supervision.

Position is On-Call/Casual.


Reports to the Full Time Officers.

- General Reception Duties (Telephones / Mail & Couriers / Greet Members / Scheduling executive Meetings etc.)
- Maintain the general filing system and file all correspondence
- Order and maintain office supplies
- Maintain and update information in the Member Database system
- Rental Bookings
- Clerical support to the Executive including advanced typing of memo's letters, reports, etc.
- Perform moderately complex clerical tasks accurately and efficiently
- Other Duties as assigned within reason


RATE SCHEDULE	2023 (Bi-Weekly Rate)	2024 (Bi-Weekly Rate)	2025 (Bi-Weekly Rate)
First Six Months	\$30.14	\$30.74	\$31.51
Job Rate	\$33.48	\$34.15	\$35.00

Note: For the Clerical Assistant: Six Months is equal to 800 Hours worked.

Dated this ____ day of _____, 2023



For the Employer



For the Union

