

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 542**

and

**Webber Infrastructure Management Canada, Limited
York Region**

DURATION: January 1, 2022 – December 31, 2024



webber

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PREAMBLE

1. The purpose of this Agreement between the Employer and the Union is to establish and maintain:
 - (a) harmonious labour relations between the Parties;
 - (b) satisfactory working conditions and terms of employment for all employees who are subject to these Agreements; and
 - (c) a procedure for the prompt and equitable handling of grievances and disputes.
 - (d) Satisfactory execution of customer expectations per the contract with the customer, both written and verbal
2. It is understood that the provisions of this Agreement apply equally to all bargaining unit employees and that the parties are committed to work together on joint initiatives that further support diversity in the workplace and improvement of customer service.

ARTICLE 1 – RECOGNITION

(PFT, PPT, SE, FXT, ST)

- 1.1 The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees of Webber Infrastructure Management Canada, Limited employed as Traffic Control Technicians, Incident Response Technicians, Road Maintenance Technicians, Winter Patrollers and Patrollers working in York Region under the CDMC 2018-02 project, save and except managers and persons above the rank of manager. For clarity, without limitation to any other exclusion by virtue of the specific classifications expressly included, the classifications of clerical and office staff, Equipment Operator, Capitol Works Labourer, Capitol Works Supervisor, Assistant Area Supervisor, Area Supervisor, and persons above the rank of Area Supervisor are excluded from the bargaining unit.
- 1.2 Should the Employer add a new job classification under CDMC 2018-02, either party may give notice to the other to meet in order to discuss voluntary recognition of the individuals in the new job classification. Should the parties agree that the new classification is in the bargaining unit the parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification, provided that should no agreement be reached between the parties, then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.
- 1.3 Upon written request to Human Resources or designate, an employee in the bargaining unit shall be provided with a copy of their current position description and other documents, if they exist, related to the duties and responsibilities of the position. This information shall be provided within thirty (30) working days of the request.

1.4 Employee Definitions

NOTE: For ease of reference, acronyms have been added to visually indicate the applicability of an article to the employee groups as listed below. These acronyms are not intended to substitute for the language of the Collective Agreement. Reliance should only be placed on the actual text of the Collective Agreement.

These definitions are not intended to create any guarantee of hours.

- 1.4.1 Full-time Employees (PFT) are those employees who work on a full-time basis for a minimum of forty (40) hours per week.
- 1.4.2 Part-time Employees (PPT) are those employees who are regularly scheduled to work less than forty (40) hours per week.
- 1.4.3 Seasonal Employees (SE) are those employees who work for a period of at least eight (8) consecutive weeks in a recurring full-time position on an annual basis.
- 1.4.4 Contract Employees (FXT) are those employees who may be hired for a specific term not to exceed twelve (12) months to replace an employee who will be on an approved leave of absence or to cover for peaks in workload.
- 1.4.5 Student Employees (ST) are those employees occupying a student position during their regular school, college or university vacation period or occupying a co-operative student position under a co-operative education program.

1.5 Contracting Out

- 1.5.1 The Employer agrees not to contract out bargaining unit work, which results in the layoff of a Full Time Employee or the failure to recall a Full Time Employee. This article supersedes Article 1.5.2.
- 1.5.2 The Employer may contract out bargaining unit work where:
 - (i) it does not possess the necessary facilities or equipment;
 - (ii) it does not have and/or cannot acquire the required manpower;
 - (iii) it is unable to perform the work in a manner that is competitive in terms of cost, quality and within the required time limits.
- 1.5.3 Subject to Articles 1.5.1 and 1.5.2, nothing in this agreement prohibits the Employer from contracting with any other party.

ARTICLE 2 – MANAGEMENT RIGHTS

(PFT, PPT, SE, FXT, ST)

- 2.1 Management of, and the direction of the Employees are vested in the Employer and shall not be abridged except as specific restrictions are set forth in this agreement. The Union acknowledges that it is the exclusive function of the Employer to:
 - (a) maintain order, discipline and efficiency; to establish and enforce reasonable rules;

- (b) hire new Employees, classify, direct, promote, demote, transfer, schedule within the regulations set out herein, discipline, suspend or discharge Employees provided that a claim by an Employee that he has been discharged or otherwise disciplined without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
 - (c) generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine when overtime shall be worked; the means of performing work; job content and requirements; the qualifications of Employees; and to establish policy and procedures for the efficient conduct of its business.
- 2.2 The Employer shall exercise its rights in a manner that is consistent with the terms of this agreement.

ARTICLE 3 – NO DISCRIMINATION/EMPLOYMENT EQUITY

(PFT, PPT, SE, FXT, ST)

- 3.1 There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, or disability, as defined in section 10(1) of the *Ontario Human Rights Code*, which may be amended from time to time.
- 3.2 There shall be no discrimination or harassment practiced by reason of any employee's membership or activity in the Union.
- 3.3 The parties are committed to a workplace free from workplace harassment, including bullying, by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients, or the public, in accordance with the law. Workplace harassment is engaging in a course of vexatious comment or conduct against an employee in the workplace that is known or ought reasonably to be known to be unwelcome. The Employer reserves the right to implement workplace harassment policies and procedures.

ARTICLE 4 – CHECK-OFF OF UNION DUES

(PFT, PPT, SE, FXT, ST)

- 4.1 The Employer shall deduct union dues commencing from the first day of employment, from each pay of each employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The Employer agrees that it will submit a cheque to the Union, not later than the 15th of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be

accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination, and leaves of absence, and may be either in hard copy or electronic copy.

- 4.2 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 4.3 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 4.4 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

ARTICLE 5 – INFORMATION TO NEW EMPLOYEES

(PFT, PPT, SE, FXT, ST)

- 5.1 A newly hired employee shall be informed in writing whether their position is within the Bargaining Unit and furnished the name and address of the Union Staff Representative and their local Unit Steward at the date of hire.
- 5.2 The Employer shall make sufficient copies of the Collective Agreement available to ensure that all employees have access to the Collective Agreement. The Parties agree to share the costs of the printing of the Collective Agreement.
- 5.3 The Union shall notify the Employer, in writing, of the name(s) of the stewards and committee members when they are elected/appointed.

ARTICLE 6 – POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

(PFT, PPT, SE, FXT, ST)

- 6.1.1 When a vacancy occurs for a position covered by this Collective Agreement, it shall be advertised for at least ten (10) working days prior to the established closing date. Notices of vacancies shall be posted electronically.
- 6.1.2 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous twelve (12) months. The Employer in these circumstances is not required to post or advertise the vacancy or new position. Where the Employer utilizes this provision, it shall notify the Unit Steward where the vacancy or new position exists five (5) working days prior to filling the vacancy or new position.

- 6.2 The electronic job posting shall state, where applicable, the nature and title of position and qualifications required. The notice of vacancy shall also state the work location where the position currently exists and that the position is part of the bargaining unit represented by the Union.
- 6.3 In filling a vacancy, the Employer shall give primary consideration to skills, abilities, and qualifications to perform the required duties. Where the skills, abilities, and qualifications are relatively equal, seniority shall be the deciding factor.
- 6.4 An applicant who is invited to attend an interview shall be granted time off with no loss of pay and with no loss of credits to attend the interview.
- 6.5 With the agreement of the Union, the employee, and the Employer, an employee may be assigned to a vacancy where the vacant position is identical to the position and classification occupied by the employee and, in that case, the job posting provisions of the Collective Agreement shall not apply.
- 6.6 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purpose of this Article.
- 6.7 If the Employer will be creating temporary work in the off-season or extending contracts, they will send out a "volunteer list" to all employees in the classification the temporary work is needed. Any interested employees in that classification can sign up to be considered for the temporary work. It will be posted for a minimum of two (2) weeks. If there are not enough employees from the list to fill the positions, the Employer will send out a "volunteer list" to another classification. In filling any such position, the language in Article 6.3 above shall apply.
- 6.8 The Employer shall supply space on a bulletin board in every yard for the purpose of posting the Collective Agreement, seniority list and job postings. Only Union Stewards shall have access to posting those materials and maintaining the space, which shall be done only while off duty.

ARTICLE 7 – PAY ADMINISTRATION

(PFT, PPT, SE, FXT, ST)

- 7.1 Promotion occurs when the incumbent of a full-time position is assigned to another position in a class with a higher maximum salary than the class of their former position.
- 7.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to their present rate of pay, except that where such a change results in an increase of less than three percent (3%), they shall receive the next higher salary rate again, which amount will be considered as a one-step increase.

- 7.3 If an employee brings what they feel is a payroll error to the Employer's attention, the Employer will begin an immediate review. If it is determined that an error occurred by the Employer or third-party payroll administrator, the Employer will arrange for an additional payroll run to occur as soon as possible to correct the error. Any errors in payroll determined to be caused by employees themselves will be corrected on the next regularly scheduled payroll.

ARTICLE 8 – TEMPORARY ASSIGNMENTS

(PFT, PPT, SE, FXT, ST)

- 8.1.1 When an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum, they shall be paid acting pay from the day they commenced to perform the duties of the higher classification in accordance with the next higher rate in the higher classification.
- 8.1.2 Notwithstanding Article 8.1.1, acting pay shall not exceed the maximum of the salary range of the higher classification.
- 8.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower salary maximum where there is not work reasonably available for them in the position from which they were assigned, they shall be paid the lower applicable classification to which they were assigned, after the expiration of ten (10) consecutive working days in such lower classification.
- 8.3 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower maximum salary where there is work reasonably available for them in the position from which they were assigned, they shall continue to be paid at the rate applicable to the classification from which they were assigned.
- 8.4 When an employee is temporarily assigned to a non-bargaining unit position, they shall continue to pay dues to OPSEU and continue to be covered by the Collective Agreement for no more than twelve (12) months of the temporary assignment.
- 8.5 Where an employee is assigned temporarily to a position, Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (a) the term of temporary assignment is greater than six (6) months' duration, and
 - (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 8.6 This Article shall not apply to temporary assignments when an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.

ARTICLE 9 – HEALTH AND SAFETY

(PFT, PPT, SE, FXT, ST)

- 9.1 The Employer agrees to establish and maintain a Joint Health and Safety Committee in accordance with the provisions of *The Occupational Health and Safety Act (OHSA)* and regulations as amended from time to time. The Committee shall be comprised of equal representatives from the Union and representatives from the Employer. The Committee will meet at least quarterly or more frequently as agreed to by the parties. Time off shall be granted to committee members at the applicable rate, and preparation time of no less than one (1) hour per meeting as provided in the OHSA.
- 9.2 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees. The Employer reserves the right to establish work rules related to Occupational Health and Safety, including drug and alcohol use. The Employer has the right to train the employees in the methods of performing their respective jobs safely.
- 9.3 The Employer agrees to provide all required PPE. The Employer agrees to pay for all monitoring and testing as may be required for the safe operation of the work site and its surrounding environment as required by any legislation or regulation. Each employee will receive an annual boot allowance of \$200.00 per calendar year for the purchase of safety boots. The Employee shall purchase the boots at a location of their choice and submit a receipt to the Employer for reimbursement.
- 9.4 All employees covered by this agreement have a right to freedom from harassment in the workplace. All employees have a right to freedom from harassment, by their Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. The Employer undertakes to investigate all complaints of workplace harassment in an expeditious manner and inform the Union of such complaints and the outcome.
- 9.5 Violence in the Workplace
 - (a) The parties agree that violence shall be defined as any behavior, or incident, in which an employee is abused, threatened or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. An employee who believes they have been subjected to such incident shall report this to an Area Maintenance Coordinator, Supervisor, Manager or Human Resources who will make every reasonable effort to rectify the situation.

- (b) The Employer agrees in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

ARTICLE 10 – HOURS OF WORK

(PFT, PPT, SE, FXT, ST)

- 10.1 Nothing in this Article provides any guarantee of hours and shall not be construed by either party as such. A shift may be changed if agreed upon between the employee and the Employer. For a new shift that is created or opened with less notice than 48 hours, the Employer shall first seek volunteers, and if no employee volunteers to fill the shift, the Employer shall assign it based on reverse order of seniority.
- 10.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with the Collective Agreement.
- 10.3 The parties acknowledge and agree that due to the nature of the work, the Employer is required, during winter season to extend its hours of operations; up to and including a 24/7 schedule. As such, all employees covered under this Collective Agreement are required to work rotating schedules to ensure this coverage.
- 10.4 The parties also agree to enter into Compressed Work Week agreements to enable the continuous operations during the winter season.
- 10.5 The Employer shall post a shift schedule not less than six (6) months in advance. After the schedule has been posted, notice of a change in shift beyond the circumstances described in Article 10.1, shall be given to the employee with at least forty-eight (48) hours of the starting time of the shift as originally scheduled.
- 10.6 An employee working the compressed work week who is scheduled for training shall continue to be paid for their regularly scheduled hours on the day of training regardless of if the training is less than twelve (12) hours, and that the employer may assign duties to the employee for the remaining time.

ARTICLE 11 – CALL BACK

(PFT, PPT, SE, FXT, ST)

- 11.1 An employee who leaves their place of work and is subsequently called back to work prior to starting time of their next scheduled shift shall be paid a minimum of four (4) hours pay at their basic hourly rate.

ARTICLE 12 – TELEPHONE CONSULTATION

(PFT, PPT, SE, FXT, ST)

- 12.1 A “Telephone Consultation” is defined as employees who are required to provide professional services and/or consultation over the telephone without returning to the work site and while not scheduled to work. This does not include general calls or communications that are administrative in nature and generally of brief duration (e.g., scheduling, check-ins, routine calls, etc.).
- 12.2 Employees who provide work-related telephone consultations will be entitled to receive payment at their regular rate of pay for the time spent during those consultations.
- 12.3 Employees are required to complete a record of consultations and submit such time to the employee’s direct manager at the beginning of the first shift or work following the consultation period. Any approved payment shall be paid on the next pay period in which the consultation was actually worked.
- 12.4 Time spent on consultations shall not be used for the purpose of calculating overtime.

ARTICLE 13 – USE OF PERSONAL VEHICLE

(PFT, PPT, SE, FXT, ST)

- 13.1 An employee shall not be required by the Employer to use their own automobile for business purposes.

ARTICLE 14 – TIME CREDITS WHILE TRAVELING

(PFT, PPT, SE, FXT, ST)

- 14.1 Employees shall be credited with all time spent in traveling outside of working hours when authorized by the Employer.
- 14.2 When travel is by automobile and the employee travels directly from their normal work location, time will be credited from the assigned hour of departure until they reach their destination and from the assigned hour of departure from the destination until they reach their normal work location.

- 14.3 When an employee is required to travel on their regular day off or a holiday listed in Article 36 (Holidays), they will be paid for the hours spent travelling.
- 14.4 All traveling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by the compensating leave.

ARTICLE 15 – NON-PYRAMIDING OF PREMIUM RATES

(PFT, PPT, SE, FXT, ST)

- 15.1 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement. Pyramiding is where an employee receives multiple pay premiums for the same hours of work.

ARTICLE 16 – LABOUR MANAGEMENT COMMITTEE

(PFT, PPT, SE, FXT, ST)

- 16.1 A joint Labour Management Committee (LMC) shall be established consisting of equal members of up to three (3) members from each party. The Union will make every attempt to have at least one (1) member from each yard.
- 16.2 The Committee will discuss work-related matters of interest between the parties.
- 16.3 LMC discussions shall not be subject to mediation or arbitration. Either party may invite an additional representative for specific issues.
- 16.4 Such discussions shall not have the power to alter, amend, add or modify the terms of this Collective Agreement.
- 16.5 Bargaining unit members attending LMC meetings shall be given time off with pay. Those employees attending a meeting on a day off will be paid for the hours to attend the meeting at their regular hourly rate. Meetings will be conducted via web or conference call once a quarter with onsite meeting annually. When an employee is required to travel to a LMC meeting, Article 15 will apply.

ARTICLE 17 – SENIORITY (LENGTH OF CONTINUOUS SERVICE)

(PFT, PPT)

- 17.1 A full-time employee's length of continuous service will accumulate upon completion of a probationary period of not more than six (6) months. Seniority shall be credited retroactively to their date of hire once they are assigned to regular employment.

- 17.2 Notwithstanding Article 18.1, where a part-time employee becomes a full-time employee covered by the Collective Agreement, any service as a part-time employee which forms part of their unbroken service shall be calculated according to the following formula:

Weekly hours of work as a part-time employee	X years of continuous service as a part-time employee
Full-time hours of work for class (weekly)	

Changes in the employee's weekly hours of work shall be taken into account. For example:

- Weekly hours of work as a part-time employee = 6 years at 20 hours per week and 2.5 years at 16 hours per week;
- Full-time hours of work for class (weekly) = 40;
- Seniority (length of continuous service) on becoming a full-time employee
- $$= \frac{(20 \times 6 \text{ years})}{40} + \frac{(16 \times 2.5 \text{ years})}{40}$$
- $$= 3 \text{ years} + 1 \text{ year} = 4 \text{ years}$$

- 17.3 Continuous service shall be deemed to have terminated if:

- (a) an employee resigns or retires; or
- (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure.

- 17.4 A seniority list, including the employee's names, employee ID number, date of continuous service, classification and location shall be maintained by the Employer and provided to OPSEU twice annually (on or around September and April).

ARTICLE 18 – SENIORITY ACCUMULATION FOR CONTRACT EMPLOYEES FOR THE PURPOSE OF FILLING VACANCIES OR NEW POSITIONS

(FXT)

- 18.1 A contract employee shall be entitled to have their service counted towards the accumulation of seniority on the same basis under Article 18.1 and Article 18.4 before they are hired for the sole purpose of any determination made by the employee under Article 6.3 (Posting and Filling of Vacancies or New Positions), if applicable. For this specified purpose, contract employees shall be entitled to have their service counted towards the accumulation of seniority based upon 2080 straight time hours counting as equivalent to one year's service or pro-rated to the equivalent of less than one year as appropriate.

ARTICLE 19 – SENIORITY FOR SEASONAL EMPLOYEES

(SE)

- 19.1 A seasonal employee's seniority will accumulate upon completion of their probationary period and seniority shall be credited retroactively to their date of hire once they are assigned to regular employment. Seniority shall include:
- (a) all hours worked as a seasonal employee at the straight-time rate; and
 - (b) periods of authorized paid leave in accordance with Article 34.1 (Sick Time).
- 19.2 A seasonal employee will lose their seniority when:
- (a) they voluntarily terminate their employment. For greater clarity, this includes the employee not responding to a recall letter by the date specified in such letter; or
 - (b) they are dismissed (unless the dismissal is reversed through the grievance procedure).
- 19.3 A seasonal employee shall not lose their seniority, where they are unavailable for or declines an offer for re-employment for the following reasons:
- (a) she is pregnant and is expected to give birth on a date which falls within the contract period for which she is offered re-employment or up to seventeen (17) weeks before the commencement of the contract period for which the employee is offered re-employment; or
 - (b) the employee or the employee's spouse has given birth or adopted a child and the employee is on a parental leave within sixty-one (61) weeks of the commencement of the contract period for which the employee is offered re-employment; and
 - (c) the employee submits a certificate from a legally qualified medical practitioner verifying the anticipated or actual date of birth, or documentation establishing the date of placement of a child in the employee's home, as applicable.
- 19.4 A seasonal employee shall not lose their seniority where they decline an offer of re-employment if the employee is ill and unable to work and the illness is certified by a legally qualified medical practitioner or is injured or suffering an occupational disease and is receiving an award under the *Workplace Safety and Insurance Act*. The employee must respond to the Employer as to the reason for declining the offer of re-employment within the time frame set out by the Employer in the offer of re-employment. Extenuating circumstances will be considered by the Employer.
- 19.5 A seniority list, including the employee's names, employee, ID number, date of continuous service, classification and location shall be maintained by the Employer and provided to OPSEU twice annually (on or around September and April).

ARTICLE 20 – LAY-OFF AND RECALL

(PFT, PPT, SE, FXT, ST)

- 20.1 This provision applies only to those employees who have been declared surplus to the employer's needs.
- 20.2 Where a lay-off may occur for any reason, the identification of a surplus employee and the subsequent recall shall be in accordance with seniority, provided all other qualifications and performance are equal, subject to the conditions set out in this Article.
- 20.3 A person who has been laid off is entitled to be recalled to a position that becomes vacant within twelve (12) months after their lay-off if there is no other person who is qualified to perform the required duties who has the following:
 - (a) a greater length of continuous service; and
 - (b) is eligible for assignment to the vacancy.
- 20.4 Where a person has been laid off is recalled, they shall be paid at a rate within the position's salary range equivalent to the rate at which they were paid immediately prior to lay-off.
- 20.5 Employees who are laid off and subject to recall shall keep the Project Manager informed of any change of address, and/or telephone numbers, and/or home email (if any). Such changes must be sent in writing or electronically. Employees are solely responsible for checking their mail (both hard copy and email) on a regular basis; failure to check their mail does not oblige the Employer to hold position open for that individual. An employee may also reasonably keep the employer informed of their continued interest in recall.
- 20.6 Where a person has been laid off and is recalled to a position, the Employer shall serve written notice of such recall to the person to the last address filed with the Employer. Written notice of recall shall be sent by mail and electronic mail. Laid off employees recalled must accept the notice of recall and report for duty within the time limits stipulated below:
 - (a) the employee must accept the recall, in writing, within seven (7) days of receipt of written notice; and
 - (b) an employee accepting recall shall report for duty within ten (10) days of receiving written notice thereof, or on such other date specified in the notice.
- 20.7 A person shall lose their rights to recall and their employment upon the earlier of:
 - (a) the date they do not attend a recall interview when requested by the Employer; or
 - (b) the date they do not accept an appointment; or
 - (c) having accepted an appointment in accordance with this Article, they fail to report for duty on the date specified or twenty-four (24) months after the date of their lay-off.

- 20.8 A laid off employee who applies for a vacancy advertised in accordance with Article 6 (Posting and Filling of Vacancies or New Positions) and who is subsequently appointed to that position shall lose their rights to recall pursuant to this Article.

ARTICLE 21 – DISCIPLINE AND DISMISSAL

- 21.1 It is understood that the right of the Employer to discipline or dismiss employees who have completed their probationary period shall be for just cause. The Employer's right to discipline or dismiss is subject to the right of an employee to grieve such action.

ARTICLE 22 – GRIEVANCE PROCEDURE

(PFT, PPT, SE, FXT, ST)

- 22.1 An employee shall have the right to present grievances involving the interpretation of this Agreement and concerning any dispute within the scope of this Agreement. Employees shall have the right, upon request, to the presence of a Union Representative (in person, by phone or by video) at any state of the grievance procedure or at any time when formal discipline is imposed (verbal warning, written warning, suspension and termination). The parties shall agree if such meetings will be conducted in person, by phone or by video. The Employer has the right to talk to employees directly in regards to any issue which is non-disciplinary. Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union, in writing, of such suspension or discharge.

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

22.3.1 Complaint Stage

It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given their Area Supervisor the opportunity of adjusting their complaint. Complaints shall be presented to the Area Supervisor verbally or in writing. Such complaint shall be discussed with their Area Supervisor within ten (10) business days (Monday to Friday) when they ought reasonably to have become aware of the event giving rise to the grievance. The Area Supervisor has ten (10) business days (Monday to Friday) to issue a decision in writing from the date of the discussions with the employee.

22.3.2 Grievance Step 1

If the complaint under Article 22.3.1 is not resolved within ten (10) working days after the date of Area Supervisor's decision, the employee may file a grievance in writing signed by the grievor and the Union Representative and presented to the Project Manager or designate. The grievance shall identify the nature of the grievance, the remedy sought, and must specify the provisions of the Agreement which are alleged to have been violated. The parties shall meet within ten (10) working days of the grievance being presented and the Project Manager designee shall issue a written response within ten (10) working days of the meeting.

22.3.3 Grievance Step 2

Should the grievance not be resolved at Step 1 the grievance will be submitted to the HR Business Partner or Designate. Should the parties be unable to resolve the grievance within ten (10) working days of receipt of the grievance, the grievance may then be processed for Arbitration as outlined in Article 22.9 below.

22.4 Policy Grievance

22.4.1 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 of the Grievance Procedure with the Director of Human Resources or their designate within thirty (30) working days following the circumstances given rise to the grievance.

22.4.2 It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which they could have instituted themselves and the regular grievance procedure shall not be bypassed. Where the grievance is an Employer grievance, it shall be filed with the Local Union President or their designate.

22.4.3 Where a policy grievance is filed in accordance with this Article, the respondent shall provide a response in writing to the grievance by the end of the tenth (10th) working day following the date the grievance was filed.

22.5 Group Grievance

22.5.1 Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving at Step 2 of the Grievance Procedure to the Human Resources Director or their designate within fifteen (15) working days or such time as they ought reasonably to have become aware of the circumstances given rise to the grievance has occurred.

22.6 Discharge or Suspension Grievance

22.6.1 A claim by an employee who has completed their probationary period that they have been dismissed or suspended without cause shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor at Step 2 of the Grievance Procedure to the Human Resources Business Partner or designate within fifteen (15) working days after the effective date of the discharge. Such grievance may be settled by:

- (a) confirming the Employer's action in dismissing or suspending the employee; or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- (c) any other arrangement which may be deemed just and equitable.

22.7 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted for arbitration as herein provided.

22.8.1 Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed, it shall be deemed to have been withdrawn.

22.8.2 The time limits contained in this Article may be extended by agreement of the Parties in writing. Agreement to extend any of the time limits shall not be withheld unreasonably by either party.

22.9 Arbitration

22.9.1 The Parties to this Agreement wish to encourage the settlement of grievances as soon as possible and, wherever possible, by resorting to:

- (a) the process of mediation/arbitration as provided for in S.50 of the *Labour Relations Act*, 1995 (R.S.O. 1995 as amended) (the "Act"); or
- (b) when the parties do not elect to use S.50 of the *Act* in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time, they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator or some form of early intervention may be helpful. It is expected that this will occur within the first forty-eight (48) working days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.

22.9.2 By mutual agreement, the Parties can create a list of arbitrators from which one will be jointly selected.

- 22.10 In any case, a grievance must be referred to arbitration, by written notice to the party opposite, within ten (10) working days of the Employer's or the Union's response pursuant to Articles 22.3.3, 22.4, 22.5, or 22.6, 22.6.1 as the case may be. In the notice to arbitrate, the referring party shall indicate whether it prefers the grievance to advance in accordance with S.50 of the Act and propose the names of three arbitrators/mediators to hear, determine and/or assist to resolve the grievance. If a notice to arbitrate is not received within the time prescribed by this Agreement, the grievance shall be deemed to have been abandoned.
- 22.11 The parties agree that any matter referred to arbitration will be heard by a single arbitrator.
- 22.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 22.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 22.14 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 22.15 The proceedings of the arbitration process will be expedited by the Parties. The decision will be final and binding upon the Parties hereto and the employee(s).
- 22.16 Each of the Parties will share equally the fees and expenses of the arbitrator and bear their own respective fees and costs.
- 22.17 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 22.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion where the decision or response is provided in less than the number of days provided above, any subsequent response will be measured from the receipt of the response.
- 22.19 For the purpose of this Agreement, "working days" excludes Saturdays, Sundays, and public holidays in accordance with Article 36 of this Agreement.
- 22.20 An employee and their Union steward who has a grievance and is required to attend any meetings between the parties of the grievance procedure, including the complaint stage, prior to referral to arbitrate, shall be given time off with no loss of pay, at straight time to attend such meetings. There shall be no entitlement to overtime or premium pay obligation.
- 22.21 Article 22.20 shall also apply to the Union Steward, if applicable.

ARTICLE 23 – LEAVE – UNION ACTIVITIES

(PFT, PPT, SE, FXT, ST)

- 23.1 Upon at least fourteen (14) days' written notice by the Union, leave of absence without pay and no loss of seniority shall be granted for a maximum of 3 employees to attend the Union's Annual Convention or other related functions.
- 23.2.1 Leaves of absence with no loss of pay and with no loss of seniority shall be granted to a member of the Union who participates in negotiations, provided that no more than three (3) employees at any one time shall be permitted such leave for the negotiation of the Collective Agreement. Leaves of absence granted under Article 23.1 shall include reasonable travel time. A member of the Union's bargaining committee shall be paid as if the employee worked full time in the appropriate schedule. The Union shall reimburse the Employer for 50% of the member's wages.
- 23.2.2 Members of the Union granted leaves of absence under Article 23.1 or 23.2.1 shall also be granted reasonable time off to attend Union bargaining committee caucus sessions held immediately prior to such negotiations or mediation.
- 23.2.3 The leave under this Article shall be with pay and without loss of credits. Any caucus time will be paid by the Union.
- 23.3.1 Leaves for Union business shall also be subject to the following criteria:
- When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will, immediately following such election advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.
- (a) Where a member of the local is elected or appointed as an Executive Board Member, Executive Officer, or sector Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence without pay for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the Employer.
 - (b) For leaves of absence without pay for Union business under the terms of this Agreement, the Employee's salary and applicable benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and benefits. The Employer will bill the Union and the Union will reimburse the Employer within a reasonable period of time. In addition, there shall be no loss of seniority or service during such leaves of absence.
- 23.3.2 The Union will advise the Employer of the names and locations of such employees, immediately following their election.

ARTICLE 24 – PERSONAL LEAVE WITHOUT PAY

(PFT, PPT, SE, FXT, ST)

- 24.1 An employee may request a leave of absence without pay and without accumulation of seniority. The Employer shall not unreasonably deny such requests. Approval by the Employer will be based on business/customer requirements.

ARTICLE 25 – LEAVE – JURY DUTY

(PFT, PPT, SE, FXT, ST)

- 25.1 Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness in a judicial proceeding, the employee may, at their option:
- (a) treat the absence as leave without pay and retain any fee they receive as a juror or as a witness; or
 - (b) deduct the period of absence from their vacation leaves of absence credits or their accumulated compensating leave and retain any fee they receive as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Employer any fee they have received as juror or witness; and
 - (d) the employee must provide all documentation requested by the Employer to confirm that they are entitled to the benefits provided by this Article.

ARTICLE 26 – LEAVES OF ABSENCE/LEGISLATED LEAVES OF ABSENCES

(PFT, PPT, SE, FXT, ST)

- 26.1 Upon request, the Employer may grant a personal leave of absence for not more than one (1) week with pay.
- 26.2 All legislated leaves of absence shall be granted to an employee in accordance with the qualifying conditions of the *Employment Standards Act* to include:
- Family Medical Leave
 - Organ Donor Leave
 - Family Caregiver Leave
 - Critical Illness Leave
 - Child Death Leave

Crime Related Child Disappearance Leave
 Domestic or Sexual Violence Leave
 Emergency Leave (Declared Emergencies)
 Reservist Leave

ARTICLE 27 – SEASONAL EMPLOYEES – PROBATION PERIOD

(SE)

- 27.1 Probationary period shall be ninety (90) working days. If probation is not completed in one season due to the time in the season the employee was hired, the probation may continue into the next season until completed if the Employer chooses to recall a probationary period.

ARTICLE 28 – OVERTIME

(PFT, PPT, SE, FXT)

- 28.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1 ½) times the employee's basic hourly rate.
- 28.2 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- 28.3 Any employee shall qualify for overtime after fifty-five (55) hours in one week. Overtime shall be paid at a rate for overtime at time and one half (1.5x) the employee's regular rate.
- 28.4 Overtime shall be paid on the next pay period from when overtime occurred.

ARTICLE 29 – INSURED BENEFITS AND PENSION

- 29.1 The current Gold Plan, Policy # 320947 will remain in place along with the current Employer and Employee cost share arrangements.
- 29.2 Change of Carrier
 It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent to the current policy 320947. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

29.3 Retirement Savings

The current arrangements regarding all employees having the option of enrolling in the Employer's RSP plan will remain in place. The Employer shall match employee contributions in accordance with the current arrangements. The Employer reserves the right to change the plan provider at any time.

29.4 Long Term Disability Plan

While on Long Term disability, the Group Insurance Carrier will compensate the employee per the Group Insurer Carrier guidelines.

ARTICLE 30 – WORKPLACE SAFETY AND INSURANCE

(PFT, PPT, SE, FXT, ST)

- 30.1 Where an employee is absent by reason of an injury or occupational disease for which a claim is made under the *Workplace Safety and Insurance Act*, their salary shall be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which they are entitled shall be an amount owing by the employee to the Employer.
- 30.2 Where an employee is absent by reason of any injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, their salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall be charged against their credits.
- 30.3 When an award is made under the *Workplace Safety and Insurance Act* to an employee that is less than the regular salary of the employee and the employee has accumulated credits, their regular salary may be paid and the difference between the regular salary and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.
- 30.4 Where an employee receives an award under the *Workplace Safety and Insurance Act*, the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.

ARTICLE 31 – SHORT TERM SICKNESS PLAN

- 31.1.1 An employee who is unable to work for one-half (1/2) day or more due to illness or injury is able to use Sick Time up to a maximum of six (6) days in order to supplement their income up to one hundred percent (100%) of the hours missed during their schedule shift. These six (6) days are intended to cover sporadic absences due to illness or injury. Sick leave is awarded January 1 for the current year.

31.1.2 Employees will be credited six (6) sick days annually on January 1 of each calendar year.

31.1.3 Sick Time is prorated during the first year of employment per the following chart:

Hire Month	Pro-Rated Sick Days
January	6 Days
February	6 Days
March	5 Days
April	5 Days
May	4 Days
June	4 Days
July	3 Days
August	3 Days
September	2 Days
October	2 Days
November	1 Day
December	1 Day

31.1.4 Where it is suspected that there may be an abuse of Sick Time or for an illness greater than 3 days, the employee's manager may require an employee to submit a medical certificate for any period of absence, at the Employer's expense.

31.2 Short Term Disability Plan

While on Short Term disability, the Group Insurance Carrier will compensate the employee per the Group Insurer Carrier guidelines.

ARTICLE 32 – VACATION

32.1 Full-time employees shall be entitled to vacation benefits as follows:

DOH to 5 years = 2 weeks

5-9 yrs. = 3 weeks

10 yrs + = 4 weeks

Should a full-time employee not be able to take their vacation time by December 31 of the calendar year their vacation bank shall be paid out on the final pay of the year on a separate cheque.

- 32.2 Part-time employees shall be entitled to vacation benefits as follows:
4% of employee's gross pay based on regular hours if an employee has been employed less than five years or 6% if the employee has been employed over five years.
- 32.3 Seasonal employees shall be entitled to vacation benefits as follows:
4% of employee's gross pay based on regular hours if an employee has been employed less than five years or 6% if the employee has been employed over five years.
- 32.4 Contract employees shall be entitled to vacation benefits as follows:
4% of employee's gross pay based on regular hours.

ARTICLE 33 – PAID HOLIDAYS

(PFT, PPT, SE, FXT)

- 33.1 The Employer shall recognize the following paid holidays each year:

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

Full-time employees shall receive one (1) additional "floater day" holiday per calendar year after completion of their probationary period. Full-time employees shall be permitted to select their floater day at their discretion but must do so no fewer than fourteen (14) calendar days in advance of the day in order to ensure that they are provided the day off. Approval of specific "floater day" will be based on business needs. Any unused floater day may not be carried over to the next year and shall not be subject to any payout. The paid "floater day" holiday is not counted as hours worked for the purposes of calculating overtime.

- 33.2 Where a full-time, part-time employee, contract or seasonal employee works on a holiday included under this Article, they shall be paid at the rate of time and one half (1.5x) times their basic hourly rate for all hours worked with a minimum credit of the number of regularly scheduled hours.
- 33.3 Should an employee work on the holiday, they would receive holiday pay (regular rate) plus 1.5x for hours worked.

If the holiday falls on an employee's regular scheduled day off than an employee will not be provided a substitute day off and will be paid holiday pay for the date the holiday falls on.

ARTICLE 34 – BEREAVEMENT LEAVE

(PFT, SE, FXT)

- 34.1 All employees shall be allowed up to three (3) days' leave of absence with pay in the event of the death of their spouse, domestic partner, child, parent, sibling or any other relation as defined by the bereavement leave provisions under the *Employment Standards Act, 2000*.
- 34.2 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without pay in the event of the death and to attend the funeral of their aunt, uncle, niece or nephew.

ARTICLE 35 – SPECIAL, PERSONAL AND COMPASSIONATE LEAVE

(PFT, PPT, SE, FXT, ST)

- 35.1 The Employer may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds.
- 35.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.
- 35.3 Full Time employees shall be granted three (3) unpaid personal days per year with advanced notice and supervisor/manager approval based off of the needs of the Employer's Client.

ARTICLE 36 – PREGNANCY LEAVE

(FT, SE)

- 36.1 Bargaining unit members shall be eligible for Pregnancy Leave in accordance with the terms of the Ontario's *Employment Standards Act, 2000*.

ARTICLE 37 – PARENTAL LEAVE

(FT, SE)

- 37.1 Bargaining unit members shall be eligible for Parental Leave in accordance with the terms of Ontario's *Employment Standards Act, 2000*.

ARTICLE 38 – STRIKES AND LOCK OUTS

(PFT, PPT, SE, FXT, ST)

- 38.1 The parties agree that there shall be no strikes or lock-outs during the term of this Collective Agreement. A "strike" or "lock out" shall be defined as per the Ontario's *Labour Relations Act, 1995*, as amended.

ARTICLE 39 – WINTER EMERGENCY EVENTS

(PFT, PPT, SE, FXT, ST)

- 39.1 The parties recognize that winter emergency events may arise where no bargaining unit member at any worksite may be available to ensure that the minimums are met. In these situations, it is agreed that the Employer may utilize any means available to fill shifts with non-Union members on a day by day basis. These workers may include workers from a temporary labour supply agency. The Employer agrees that it will continue to recruit to fill all available shifts with a Union member from any work site. The Employer agrees to provide the Unit Steward or designate, and the Union Staff Representative with the dates, times, and details of why the shift was assigned to a non-union member. The Union reserves the right to file a grievance if the shift could have been covered by a Union member.

ARTICLE 40 – TERM OF AGREEMENT

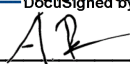
(PFT, PPT, SE, FXT, ST)

- 40.1 This Agreement covers the period from January 1, 2022 to December 31, 2024. This Collective Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice on the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the *Labour Relations Act*, 1995, as amended.

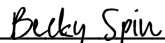
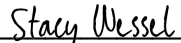
In recognition of the Parties' agreement and understanding memorialized in this Collective Agreement and including its Addenda, Memoranda and Letters of Understanding, the Parties' lead representatives have affixed their signatures hereon on this 8th day of May, 2023 in Toronto, Ontario, Canada.

For The Union:

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Cindi Shoot
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For The Employer:

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Schedule “A” Wages

	Starting Point	Jan. 1, 2022 – 2%	Jan 1, 2023 – 3%	Jan 1, 2024 – 3%
Non-Commercial				
Traffic Control Technician	\$23.00	\$23.46	\$24.16	\$24.89
Incident Response Technician				
Road Maintenance Technician				
DZ License Traffic Control Technician				
Incident Response Technician				
Road Maintenance Technician	\$24.72	\$25.21	\$25.97	\$26.75
Seasonal Patroller Non-Commercial				
	\$23.00	\$23.46	\$24.16	\$24.89
Patroller Non-Commercial				
Seasonal Patroller – DZ License	\$25.00	\$25.50	\$26.27	\$27.05
Patroller – DZ License (hired after ratification date)	\$25.00	\$25.50	\$26.27	\$27.05
Patroller – DZ License (hired pre- ratification date)	\$25.75	\$26.26	\$27.05	27.86

Employees who are not otherwise classified as Patrollers that are assigned winter Patroller activities in the winter season (Oct 15 - Apr 30) will be eligible to receive \$1.00 per hour.

LETTER OF UNDERSTANDING #1 – STUDENT EMPLOYEES

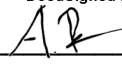
Re: Student Employees

1. “Student Employees” are defined as those employees occupying a student position during their regular school, college or university vacation period or occupying a co-operative student position under a co-operative education program.
2. A “regular vacation period” within the meaning of a student position includes summer vacation, inter-semester breaks, academic breaks, December Holidays, and a period of time of six (6) months following completion of the requirements for graduation from an educational institution.
3. A co-operative educational training program within the meaning of “co-operative education student position” is a co-operative education training program in a college, university or other post-secondary institution.
4. **WAGE RATES**
During the term of this Agreement, student wage rates shall be \$18.00/hr.
A student who has completed three (3) consecutive months of work will be eligible for bereavement leave pursuant to Article 38.
5. For vacation and statutory holidays, Student Employees shall be entitled to 8% of an employee’s gross pay based on regular hours.

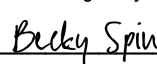
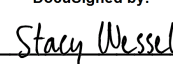
Signed this 8th day of May, 2023 in Toronto, Ontario, Canada

For The Union:

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Cindi Shoot
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 DocuSigned by:

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For The Employer:

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MEMORANDUM OF AGREEMENT with RESPECT COMPRESSED WORK WEEK (CWW)

BETWEEN: FERROVIAL SERVICES CANADA, LTD

AND:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(and its locals 542)

This compressed work week agreement is made in accordance with Article 10.4 of the Collective Agreement and can be amended with mutual agreement between the Ontario Public Service Employees Union (OPSEU) and Ferrovial Services Canada Ltd.

Unless otherwise specified in this Agreement, all articles of the Collective Agreement apply to employees covered by this Agreement.

Article 1 - Work Unit and Employees Covered

1.1 This agreement covers all full-time, seasonal and fixed term employees.

Article 2 - Hours of Work

2.1 All employees participating in this agreement shall be scheduled 12 hours per day.

2.2 A work week shall be no more than 55 hours.

Article 3 - Overtime

3.1 Any employee shall qualify for overtime after fifty-five (55) hours in one week. Overtime shall be paid at a rate for overtime at time and one half (1.5x) the employee's regular rate.

Article 4 - Holiday Payment

4.1 Where an employee works on a holiday specified in Article 36 (Holidays) they shall be paid all hours worked at 1.5 times their regular rate of pay.

Article 5 - Short Term Sickness Plan and Vacation Credits

5.1 Short Term Sickness shall be in accordance with Article 31 in the collective agreement.

5.2 Vacation Credits shall be in accordance with Article 32 in the collective agreement.

Article 6 - Term

6.1 This Agreement shall be for the duration of the agreement (or until either party notifies the other of its desire to renegotiate, etc.) and will be effective from January 1, 2022 to December 31, 2024.

6.2 Either party may, on written notice of four (4) weeks to the other party, terminate this Agreement and in doing so cancel all CWW agreements therein.

Signed this 8th day of May, 2023 in Toronto, Ontario, Canada

For The Union:

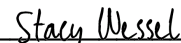
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For The Employer:

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