

COLLECTIVE AGREEMENT

BETWEEN:

CITY PARK CO-OPERATIVE APARTMENTS INC.



"the Company "

-and-



AND ITS LOCAL 333

September 1, 2023 to August 31, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 The purpose of this agreement is to establish orderly collective bargaining relations between City Park Cooperative Apartments Inc. (the "Employer") and its employees covered by the Agreement with respect to: wages, hours of work and working conditions for employees; the prompt and fair resolution of grievances; efficient operation of the Employer's organization without interruption or interference with work; the Employer's ability to provide good service to its members; and improved accountability and control over the Employer's operations.
- 1.2 It is the desire of the Employer, Union and the employees to cooperate fully, individually and collectively for the advancement of the above purposes.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.1 The Employer recognizes Unifor as the sole bargaining agent, for all employees of the Employer, save and except all managers, (as defined in section 1(3)(b) of the *Labour Relations Act, 1995*) *board of directors and office or clerical staff. This provision shall be referred to the Ontario Labour Relations Board (the "Board") for determination as to whether or not office and clerical staff are to be included in the bargaining unit. If the Board finds that office and clerical staff are to be included, then the Employer and Union will meet to negotiate the terms and conditions applicable to those employees.*
- 2.2 References to "they/them/their" in this Agreement are used to denote gender neutral persons both singular and plural.
- 2.3 Persons not in the bargaining unit will not perform bargaining unit work except for in the following circumstances: for the purpose of instruction and training; when sufficient bargaining unit personnel are not available; during emergencies; during a strike or lockout; and to the limited extent required by Management to effectively supervise bargaining unit employees or perform the duties associated with their own positions.
- 2.4 Provisions specific to Security personnel alone are contained in "**Schedule A**" and attached to this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 Except as limited by a provision in this Agreement, the Employer will continue to have the undisputed right to take any action that it deems appropriate in the management and direction of the workforce. All inherent and common law management functions which are not expressly modified or restricted by a provision of this Agreement are retained and vested exclusively in the Employer.

Management's exclusive rights include, but are not limited to, the right to:

- Select, hire, direct, train, assign to shifts, schedule, promote, demote, classify, transfer, layoff and recall employees to work;
- Reprimand, suspend, discipline or discharge employees for reasons of just cause

for dismissal, which may be the subject of a grievance under this agreement;

- Discharge employees who have not successfully completed the six (6) month probation period, in its sole discretion, and for any reason at all;
- Extend an employee's probationary period for a total of up to three (3) months where the circumstances warrant it;
- Determine and alter the job requirements, required qualifications, hours of work, number of hours and shifts to be worked, and when overtime shall be worked;
- Determine staffing levels and needs;
- Make, change and enforce rules, regulations, policies and practices to be followed by employees;
- Make reasonable rules regarding working conditions that do not conflict with the collective agreement;
- Enforce all City Park Cooperative Apartments Inc. by-laws;
- Require employees to be bonded or bondable as a condition of their employment;
- Sub-contract work into or out of its operations, determine the services to be provided, the schedules for service, the assignment of work and size and composition of the work force;
- Hire temporary employees for a period of up to 1 year; and
- Hire part-time employees who work 30 hours or less per week.

3.2 The Employer will not exercise its rights in a manner inconsistent with the provisions of this Agreement. An allegation that a provision of this agreement has been violated will be handled in accordance with the grievance procedure in Article 25 of this Agreement.

ARTICLE 4 - BONDING

4.1 All employees shall as a condition of employment with the Employer be and remain bondable at all times. Any failure by an employee to be and remain bonded during any point in their employment will be deemed just cause for discharge.

ARTICLE 5 – EMPLOYEE QUALIFICATIONS AND TRAINING

5.1 Employees shall be required to meet the minimum standards and qualifications for their position e.g. to hold any certificates, licenses or complete training required to perform the essential duties of the position. Any employees who do not currently have the required training and certifications to hold their position shall obtain that certification as soon as possible, but in no event later than 3 months from the date that

this Agreement is signed. The Employer, at its discretion, may extend the period for obtaining required certification where it is not possible to obtain that training within the 3 month period due to course scheduling or availability. For clarification, the time commitment required to obtain the certificates and courses referred to in this section are typically obtained in less than 5 days of course time.

- 5.2 All current employees who do not meet the minimum standards and qualifications for their positions (referred to in Article 5.1) on the effective date of this Agreement, shall have the cost of any external training or course, including any textbooks or materials, paid for by the Employer on the successful completion of that course or training. For clarity, if an employee takes the course twice, the Employer will only pay for the course that was successfully completed.
- 5.3 Any employee who is directed by the Employer to take a course to upgrade their job skills (other than a course which is required to meet the standards and qualifications of the position) shall have the cost of that course, including any necessary textbooks or materials, paid for by the Employer. The employee shall also be paid their regular rate of pay for the time in attendance at the course.

ARTICLE 6- UNION SECURITY

- 6.1 All employees in the Bargaining Unit who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union for the life of this Agreement to the extent of paying the periodic dues and initiation fees uniformly required of all Union members.
- 6.2 All new employees hired after the effective date of this Agreement shall, as a condition of employment, become and remain members in good standing of the Union.
- 6.3 All present and all future probationary and permanent employees within the Bargaining Unit shall, as a condition of continued employment, sign an Authorization Form, authorizing the Employer to deduct the amount of monthly dues, from the wages of each employee and to remit the amount so deducted to the Local Union Financial Secretary with a list of the employee's name, address, employee hourly rate, regular hours worked, and the earnings on which dues deductions are based shall accompany the cheque, no later than the end of the month in which dues are deducted, if possible, and, in any case, not later than the fifteenth (15) day of the following month. If no deduction is made the reason for such failure to deduct will be provided by the fifteenth (15) day of the month following. For clarification, the term "regular hours worked" includes vacation pay, retroactivity, statutory holiday pay, payments for lost wages due to grievance settlements, and arbitrations when lost wages are awarded or settled.
- 6.4 The Employer shall deduct initiation fees of new members of the Local Union and submit same to the Local Union, providing the Local Union supplies the Employer with signed cards of authorization.
- 6.5 The Employer shall provide the Union and the Stewards with a list of employees in the Bargaining Unit ranked according to seniority and job classification every six (6) months.
- 6.6 The Union will indemnify the Employer and save it harmless from any and all claims or

demands which are made to it by any employee as a result of any action taken by the Employer pursuant to the provisions of this Article.

- 6.7 The Local Union shall advise the Employer in writing of the amount of the monthly deduction applicable to each employee. Should the Union require any change in the amount of Union dues, it shall advise the Employer at least one (1) month prior to the effective date of such change. The Employer shall deduct union dues not collected in any month as a result of a member's absence in the following month, keeping the employee in continuous and good standing with the Union.
- 6.8 Union dues deduction receipts for income tax purposes will be issued by the Employer on the employee's yearly T-4 slip.
- 6.9 Unifor will be allowed to place a Union decal on the premises at a location mutually agreed upon with the Employer, and such decal will be no larger than six (6) inches by six (6) inches.

ARTICLE 7 - UNION REPRESENTATION

- 7.1 It is agreed that two (2) Stewards may be appointed by the Union and that the Union shall provide notice to the Employer of the name of the Stewards in writing. These Stewards shall be the representatives of the Union for the purposes of all meetings, grievance hearings and collective agreement negotiations. There shall be one (1) steward appointed from each of the Security Department and Maintenance Department; however, each of the stewards may represent employees from any job classification.
- 7.2 The parties agree that two (2) representatives of the Union and two (2) representatives of the Employer will meet twice per year, or more frequently by mutual agreement, to discuss matters of mutual concern. There shall be no loss of pay to any party for attending these meetings. Either party may bring a non-employee resource person on consent of the parties.
- 7.3 The Union acknowledges that the Stewards have regular duties to perform as employees of the Employer and that Union business will not be transacted during regular business hours (e.g. 9 a.m.-5 p.m.). Union Stewards shall be granted up to 4 hours leave without pay per month to conduct union business off-site, on the provision of a minimum of 1 week notice to the Employer. It is agreed that any meeting related to a grievance is not considered Union Business.
- 7.4 The Employer will pay the Steward, on behalf of the Union, at the employee's basic rate of pay, for all time off without pay to attend to Union Business. Any amount paid by the Employer (less required statutory deductions, pro-rated benefits or other associated costs) shall be billed to the Union who shall remit payment to the Employer within 30 days of receipt of the bill.
- 7.5 A Steward shall be made available and be present during any meeting between the Employer and any bargaining unit employee whose conduct is under investigation or any discipline meeting involving a bargaining unit employee, unless the employee objects to the Steward's presence.
- 7.6 When an employee is to be dismissed and the circumstances permit, the employee shall be allowed to meet with a Steward for a reasonable period of time (not to exceed

twenty (20) minutes) before the employee leaves the Employer's premises.

- 7.7 Stewards shall first obtain approval from their supervisors to attend any disciplinary meetings, grievance hearings, or to attend meetings scheduled with the management of the Employer during working hours. Permission shall not be unreasonably denied and there shall be no loss of pay to participating Stewards.

ARTICLE 8- NO STRIKES OR LOCKOUTS

- 8.1 The Union agrees that there will be no strikes or other collective action which will stop, interfere with or restrict the operation of City Park during the operation of this Agreement and the Employer agrees that it will not cause or direct any lock-out of the employees during the operation of this Agreement.
- 8.2 In the event of a legal strike by another group of employees, all Employees will be required to report to work and perform their regular duties. Employees will not be penalized where safe passage cannot be secured, nor will they be asked to perform "struck" work.
- 8.3 The term "strike" and "lockout" shall be defined as set out in the *Ontario Labour Relations Act, 1995*, as amended from time to time.

ARTICLE 9-NO DISCRIMINATION OR HARASSMENT

- 9.1 The Employer, Union and City Park employees agree to comply with the *Ontario Human Rights Code*. All parties agree that there shall be no discrimination, interference, harassment or coercion exercised or practiced with respect to any employee, agent, member of the Employer management team or board of directors, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.
- 9.2 The Employer and Union agree that there shall be no discrimination by reason of the exercise of any of the rights contained in this Collective Agreement.
- 9.3 The Employer maintains a policy to provide a workplace free from discrimination and harassment. This policy has and will continue to be posted in the workplace. The union shall be provided with copies of this policy and will be notified of any changes to that policy.
- 9.4 Reprisals arising out of an employee's objection to any harassment are strictly prohibited.
- 9.5 A breach of this Article of the Agreement or the Employer's policy on discrimination and harassment shall provide grounds for discipline up to and including dismissal.
- 9.6 Grievances relating to harassment or discrimination shall be handled in accordance with the procedure set out in Article 25, but in the event that the harasser is the employee's direct supervisor, the complaint shall be initiated at Step 2.
- 9.7 In the event of harassment of an employee by a member of City Park, the Employer agrees to conduct an investigation into the matter and take all appropriate steps to

end the harassment.

- 9.8 During the investigation, if an employee is unable to work and this claim is supported by medical documentation, which is completed on the Employer's approved Medical Absence Form, the employee shall be kept whole.

ARTICLE 10 - HOURS OF WORK

10.1 Standard Hours

10.1.1 The standard work week at City Park is from Monday to Sunday. Management reserves the right to adjust scheduling, or shift start and end times in accordance with operational needs.

10.1.2 Maintenance and Cleaning Staff will be scheduled based on a 40 hour work week and Security staff will be scheduled such that their hours will be averaged over a two (2) week period.

10.2 Shift Schedules and Changes

10.2.1 Maintenance/Cleaning

10.2.1.1 Any Maintenance or Cleaning employee seeking a change to their shift schedule must complete a shift change request form and obtain approval for that change a minimum of seven (7) days prior to that shift. Approval shall be granted at Management's discretion, but shall not be unreasonably denied. In no circumstances may employees privately arrange to trade shifts with another employee.

10.2.1.2 Maintenance and Cleaning personnel shall be entitled to two consecutive days off per week.

10.2.1.3 Employees shall, to the extent possible, be scheduled on the same shift in each 7 day period e.g. 5 day shifts, 5 evening shifts or 5 night shifts.

10.2.2 Security

10.2.2.1 The structure of the security schedule shall only be changed on provision of reasonable notice (e.g. 1 month).

10.2.2.2 An employee may only request a shift exchange with another employee in the same classification and for the same shift length (i.e. an 8 hour shift can only be traded for an 8 hour shift not a 12 hour shift).

10.2.2.3 Shift exchange must be provided to management for authorization with at least two (2) days' notice.

10.2.2.4 Employees shall, to the extent possible, be scheduled on the same shift in each shift series e.g. 4 day shifts, 4 evening shifts or 4 night shifts.

10.2.2.5 All security guards must be able to work all shifts and rotations.

10.2.3 General Provisions

10.2.3.1 In the ordinary course, shift schedules, including all breaks, will be posted two (2) weeks in advance in designated employee areas for each 2 week period and finalized one (1) week prior to that shift pursuant to any approved changes requested per Article 10.1.2 and 10.1.3.

10.2.3.2 Splitting shifts will not be permitted.

10.2.3.3 A minimum of 3 hours pay, at the regular wage rate, shall be provided to an employee if they are required to return to work after they have left City Park for the day even if they do not work an additional 3 hours.

10.3 Breaks and Lunch

10.3.1 Maintenance Staff and Cleaners

10.3.1.1 Maintenance and Cleaning personnel are entitled to 2 x 15 minute paid breaks and to a 30 minute paid lunch break. These breaks may not be combined.

10.3.2 Security staff

10.3.2.1 On an 8 hour shift, Security personnel are entitled to 2 paid 15 minute breaks and a 30 minute paid lunch break (or dinner break if on the night shift). On a 10 or 12 hour shift, security personnel are entitled to one (1) additional paid 15 minute break. These breaks may not be combined.

10.3.2.2 Security personnel are required to remain on City Park property during their breaks.

10.3.2.3 Security Staff shall not be permitted to take any of their breaks at the same time.

10.3.3 General

10.3.3.1 All staff shall FOB-in when they start and end work (i.e. maintenance workshop for Maintenance personnel and security office for Security Personnel).

10.4 ON CALL

10.4.1 Employees may be scheduled to be on-call during weekends. An employee on call must be available to attend work within two (2) hours of being called in.

10.4.2 An employee who is scheduled to be on-call shall receive \$50 per day if the employee is not called into work.

10.4.3 An employee who is called into work shall receive pay for the time worked and shall keep the \$50 per day per diem with no guarantee of minimum hours.

ARTICLE 11- OVERTIME

11.1 Maintenance and Cleaning

- 11.1.1 Any hours worked over and above the normal workday hours (e.g. 8/day) shall be considered overtime.
- 11.1.2 Overtime is to be offered for each job function to full time employees by seniority first, then to part-time employees, before being offered to contractors.

11.2 – Security

- 11.2.1 To the extent possible, security officers shall not be scheduled for any overtime.
- 11.2.2 Any hours worked over and above 88 hours in each 2-week period shall be considered overtime.
- 11.2.3 No security officer shall be permitted to work more than 210 hours of overtime per year.
- 11.2.4 Overtime may be taken as lieu time, but in no circumstances shall an employee accumulate more than 3 days of lieu time.
- 11.2.5 Employees who request to work additional shifts must be qualified to work that shift, meaning that they have not worked more than 210 hours of overtime in that year and they have the requisite skills to work the shift.

20.1 General

- a) Overtime will be paid at the rate of 1.5X the employee's regular hourly rate.
 - i) Maintenance and Cleaning personnel will not be entitled to take time in lieu of overtime pay.
 - (1) Except in cases of emergency, prior approval is required for all overtime by the employee's designated manager. An emergency includes shortage of staff caused by a flood, fire, earthquake, car accident, or life-threatening situation to the employee or any other unforeseeable act of God.
 - (a) A meal allowance of \$20 will be given to any employee who is required to work more than 10 hours in a day, unless they are already being paid for meal and rest breaks.

ARTICLE 12-WAGES

- 12.1 The regular wage rate and schedule is attached in Schedule "B" Wages.
- 12.2 All employees who are subject to this agreement shall have their wages calculated based on an hourly rate.
- 12.3 Employees shall be paid on a bi-weekly basis on Thursdays.

- 12.4 Probationary employees start at a rate that is \$1 lower than the regular pay rate for each job classification.
- 12.5 The Employer shall reimburse employees for out-of-pocket expenses incurred in the performance of work duties as set out in City Park Cooperative Apartments Inc.'s by-laws. Only those expenses that have received prior approval by the employee's designated manager will be reimbursed, where such approval will not be unreasonably withheld.

ARTICLE 13-VACATION

13.1 *Entitlement to Vacation and Vacation Pay*

- 13.1.1 Full-time employees who have been employed by the Employer for less than 5 years will be entitled to 4% - 2 weeks of paid vacation.
- 13.1.2 Full-time employees who have been actively employed by the Employer for 5 or more years but less than 9 years will be entitled to 6% - 3 weeks of paid vacation.
- 13.1.3 Full-time employees who have been actively employed by the Employer for 9 or more years but less than 17 years will be entitled to 8%- 4 weeks of paid vacation.
- 13.1.4 Full-time employees who have been actively employed by the Employer for 17 or more years but less than 25 years will be entitled to 10 % - 5 weeks of paid vacation.
- 13.1.5 Full-time employees who have been actively employed by the Employer for 25 or more years will be entitled to 12 % - 6 weeks of paid vacation.
- 13.1.6 Employees may accumulate and bank no more than 5 days of unused vacation to be used in the next vacation entitlement year, being between January 1 and December 31. Once an employee accumulates 5 banked days' vacation time, any unused vacation time that remains at the end of the entitlement year will be lost.
- 13.1.7 Requests to take vacation time that has not yet accrued to the employee may be granted at the discretion of the Employer.
- 13.1.8 Vacation entitlement for new employees will be pro-rated for months worked, but new employees shall only be entitled to take vacation following the successful completion of the probation period.
- 13.1.9 A part time employee shall receive vacation pay at the rate as stated in the above Articles 13.1.1, 13.1.2, 13.1.3, 13.1.4 and 13.1.5 vacation pay payable on each cheque.
- 13.1.10 On termination of employment, the employee shall be compensated for any unused vacation days accrued at the employee's regular rate of pay. Conversely, if vacation has been taken but not earned, the Employer has the right of recovery.

13.2 *Vacation Requests*

- 13.2.1 Maintenance and Cleaning staff must submit vacation requests for a period of one week or longer a minimum of three (3) weeks in advance. Multiple requests will be granted based on seniority.

- 13.2.2 Security staff must submit vacation requests for a period of one week or longer a minimum of three (3) weeks in advance. Multiple requests will be granted based on seniority. Vacation requests for a period of less than one week must be submitted a minimum of 1 week in advance.
- 13.2.3 More than one employee from each job classification will not approved for vacation at the same time. Approval for vacation requests will not be unreasonably withheld.
- 13.2.4 All employees must schedule their vacation by the last day of the sixth month of the fiscal year, failing which the Employer shall assign vacation dates to employees. The Employer shall provide written notice of the upcoming deadline to the employee a minimum of 1 month prior to assigning any vacation.

ARTICLE 14-PAID HOLIDAYS

- 14.1 Employees are entitled to all statutory holidays as set out in the *Employment Standards Act, 2000*: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving day, Christmas Day and Boxing Day. Two (2) additional day off with pay "Floater". Employees will be paid their regular rate of pay on each of these days off provided that they worked their last scheduled shift preceding the holiday and first scheduled shift after the holiday.
- 14.2 a) Employees shall be paid 1.5X their regular hourly rate for working on the statutory holidays set out in Article 14.1, plus a day off.
b) Part-time employees will receive 2.5X their regular hourly rate for working on the statutory holidays.
- 14.3 Employees shall also be entitled to a paid holiday at the regular rate of pay on: Ontario Civic Holiday, y2 Day Christmas Eve and y2 day New Year's Eve.
- 14.4 Where a statutory holiday falls during the employee's vacation, the day shall be considered a paid holiday and shall not count as a vacation day.
- 14.5 Where a statutory holiday falls on a non-scheduled day, the employee is entitled to take the next scheduled working day as a paid holiday on notice to the Employer.

ARTICLE 15- SICK LEAVE

- 15.1 Employees shall be entitled to ten (10) days paid leave for illness. Employees who are unable to attend work due to illness, must telephone their supervisor as soon as possible. In the event of a serious accident or emergency, as a result of which the employee is unable to telephone their supervisor, the employee shall notify the Employer as soon as practicable and provide the reason for their absence.
- 15.2 At the Employer's discretion, the employee will be required to provide satisfactory medical evidence by having a qualified medical practitioner complete the approved City Park Medical Absence Form, for any sick leave taken for less than 3 days.
- 15.3

- a) In all circumstances if the employee is absent for 3 consecutive days or longer, the employee shall provide satisfactory medical evidence by having a qualified medical practitioner complete the Employer's approved Medical Absence Form. The employee shall be reimbursed for the cost of the medical certificate upon proof of payment, up to the normal maximum of \$25, unless otherwise approved by the Employer.
 - b) When an employee is on an extended sick leave of absence, an employee must submit a doctor's certificate every three (3) months confirming that the employee remains unable to perform the essential duties of their position.
- 15.4 During any consecutive six (6) month period, if an employee has taken five (5) or more days of sick leave, without obtaining a medical certificate, that employee shall be required to produce satisfactory medical evidence (e.g. completion of the City Park Medical Absence Form by a physician) of inability to work, for every additional absence due to illness for the remainder of the fiscal year.
- 15.5 If the employee fails to provide a doctor's note as requested or required, the employee shall not be entitled to paid sick leave.
- 15.6 Sick days have no monetary value and cannot be carried over into the next fiscal year, where the Employer's fiscal year is from May 1st to April 30th.
- 15.7 For the purposes of this provision, unexcused absenteeism shall include periods of time during an employee's shift where the employee is found to be engaged in non-work related activities.

ARTICLE 16-BEREAVEMENT LEAVE

- 16.1 Employees shall be entitled to 4 days of paid leave on the death of an immediate family member to attend the funeral and make funeral arrangements. Immediate family member means: mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, spouse (including same-sex spouse), common law partner, children and grandchildren. If the Employee has to travel outside of North America in relation to the death of an immediate family member, seven (7) days of paid leave will be granted.
- 16.2 Employees shall be entitled to 2 day of paid leave on the death of an extended family member (aunt, uncle, cousin, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law) to attend the funeral.
- 16.3 Additional unpaid leave may be provided to the employee at the discretion of the Employer, but shall not be unreasonably denied.

ARTICLE 17 - UNPAID LEAVE

- 17.1 Employees shall be entitled to unpaid leave for pregnancy, parental or family medical reasons as set out in the *Employment Standards Act, 2000*.
- 17.2 Employees are entitled to unpaid leave for jury duty pursuant to the *Employment Standards Act, 2000*.

- 17.3 New (Leave of Absence): The employer may grant leave of absence of up to ninety (90) days, without pay to an employee, who has acquired at least one (1) year's seniority, provided that:
- (a) The employee has requested such leave of absence in writing at least four(4) weeks prior to the proposed commencement of the leave of absence, unless the request is made because of an unforeseen or emergency circumstance; and
 - (b) The proposed leave of absence can be arranged without interfering with the Employer's operational capacity in the judgment of Management.
- 17.4 Permission for leave of absence must be given in writing and a full-time employee will be expected to use unused vacation entitlement before the application for a leave of absence.
- 17.5 Benefits will continue until the last day of the month in which the leave was taken in accordance with the benefits plan. The employee may arrange to continue receiving benefits for up to 90 additional days if they pay 100% of the premiums and providing postdated cheques.
- 17.6 PEL- Paid Education Leave

The Employer agrees to pay into a special fund an amount of \$500.00 Unifor Paid Education (PEL) program. Such payment will be remitted on May 1st each year of the collective agreement into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto ON M2H 0A8

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 18- BENEFITS

- 18.1 Full-time employees, who have completed the initial six (6) month probationary period, are entitled to participate in the Employer's group benefit plan in effect, or as amended from time to time.
- 18.2 Permanent part-time employees, who have completed the initial six (6) month probationary period and who have a regular work week of 24 hours or more, are entitled to participate in the Employer's group benefit plan in effect, or as amended from time to time.
- 18.3 Eligibility, coverage and benefits will be determined in accordance with the official Employer policy. Booklets outlining benefits and the policy will be provided to all employees.

- 18.4 Eligible full-time employees shall be entitled to single benefit coverage at the Employer's expense. Employees wishing to obtain family benefit coverage may apply to the insurance provider and, if approved, the Employer and the Employee will equally share the cost difference between single benefit coverage and family benefit coverage. For clarity, the Employer will pay contributions equal to single benefit coverage and will then equally share the cost difference for family benefit coverage.
- 18.5 Eligible permanent part-time employees shall be entitled to single benefit coverage, subject to the employee making the required contributions under Article 18.6.
- 18.6 A permanent part-time employee who is eligible for single benefit coverage under Article 18.2 shall pay a portion of the total contributions required by the provider that is directly proportionate to the difference between that employee's regular weekly hours and the regular weekly hours of a full-time employee in the same position. Such payment will be made through a regular payroll deduction.
- 18.7 If an eligible permanent part-time employee makes the contributions required under Article 18.6, the Employer shall pay the remaining portion of the total contributions required by the provider. If the eligible permanent part-time employee does not make the contributions required under Article 18.3.2, the Employer shall not make any contributions and the Employee will not receive coverage under the Employer's group benefit plan.
- 18.8 The Employer does not guarantee that employees returning to work following a period of leave will be returned to the same position. Employees will, however, be offered a position at the same level of seniority.
- 18.9 The Employer will provide a group RRSP for full-time employees. Employees joining this plan will be entitled to a matched contribution of up to 3% of earned wages from the Employer. Details for the plan shall be set forth in the Master Policies and Plan Booklets. Should there be any dispute in relation to these plans, the terms of the Master Policies or Plan Booklet shall govern. The parties hereto agree that the Plan documents do not form part of this Agreement.

Implementation note: The parties agree that the Employer's staff will require a period of time to implement the RRSP after the renewal agreement has been ratified and approved through vote by City Park Cooperative Apartments' Board of Directors.

ARTICLE 19- UNIFORMS AND APPEARANCE

19.1 Cleaning and Maintenance

- 19.1.1 All Cleaning and Maintenance personnel shall be provided with five (5) sets of basic uniforms, to be replaced annually. Basic uniforms for maintenance include pants, long sleeve shirts and short sleeve shirts. Cleaners will be provided with five (5) sets of dresses and/or smocks.
- 19.1.2 The Employer will make boots, winter jackets, gloves, toques available for Maintenance employees.
- 19.1.3 All maintenance personnel shall be provided with CSA safety work boots to be

replaced as reasonably required (on presentation of worn items).

19.2- Security

19.2.1 All Security personnel shall be provided with the following uniform items to be replaced annually:

- 5 Long sleeve shirts
- 5 Short sleeve shirts
- 2 Turtleneck style dickeys

19.2.2 All Security personnel shall also be provided with the following uniform items to be replaced as reasonably required (on presentation of worn items):

- 2 uniform pants
- 1 pair of footwear
- 1 RCMP style reversible patrol jacket (This jacket will only be replaced at Employer's cost if damaged without negligence on the part of the Employee)
- 1 ball cap
- 1 set of winter headgear. (This will only be replaced at Employer's cost if damaged without negligence on the part of the Employee)
- 1 pair of "cut-proof" gloves
- The employer will make winter jackets, gloves, toques, vest and rain ponchos available for Security employees.

19.3 - General

19.3.1 All personnel must wear the provided name identification tag while on duty. Security personnel must also carry their license on their person at all times and wear their crest and badge.

19.3.2 All employees shall only smoke a minimum of 9 metres away from each of City Park's buildings and in no circumstances shall smoke directly in front of the premises.

19.3.3 All uniforms shall remain the property of the Employer and shall be returned on termination of employment. Uniforms shall only be worn at work.

19.3.4 The Employer agrees to provide a professional laundry service for all maintenance, cleaning and security staff's shirts and pants. Employees will maintain responsibility for cleaning an Employer issued jacket.

19.3.5 All employees are to use the provided lockers to change and store belongings and not to change or store personal belongings in any other area.

ARTICLE 20-HEALTH AND SAFETY

- 20.1 The Union and Employer agree to abide by provincial legislation regulating health and safety in the workplace. The Union and Employer further agree to establish a joint health and safety committee.
- 20.2 The Employer agrees that protecting its workers from injury or occupational hazard is of utmost importance. In order to achieve and maintain a safe work environment, all employees agree to follow the reasonable policies and procedures set out by the Employer in this regard. In particular, employees are required to wear appropriate safety attire and to use appropriate safety equipment.
- 20.3 Failure to follow safety protocols will provide immediate cause for discharge.
- 20.4 The Employer shall pay for the cost of WHMIS and/or First Aid training for any employee directed to take such course.

ARTICLE 21- PROBATIONARY EMPLOYEES

- 21.1 Newly hired employees shall serve a probationary period of six (6) months. Upon completion of the probationary period, a new employee shall have their seniority dated back to the first day worked from the most recent date of hire, including the probation period. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer. It is agreed that the discharge of a probationary employee shall not form the proper subject of a grievance.
- 21.2 On the date that employment commences, the Employer shall make known to all new employees:
- The policies and procedures of the Employer;
 - The employee's job classification, rate of pay and job description in the bargaining unit;
 - The specific duties the employee is expected to perform; and
 - To whom the employee is responsible.
- 21.3 Employees shall not be asked to make any written statement or verbal agreement which conflicts with any provision of this Agreement.

ARTICLE 22-SENIORITY

- 22.1 Seniority as referred to in this Agreement shall mean length of continuous service in the bargaining unit.
- 22.2 The Employer will maintain a seniority list showing the date upon which each employee's seniority commenced. The Employer will supply the Union with an up-to-date copy of the seniority list every six (6) months.
- 22.3 When reducing the work force, the employee having the least seniority in the

classification shall be laid off first.

22.4 An employee will lose their seniority and will be deemed to have terminated their employment for any of the following reasons:

- If they quit;
- If they are discharged and such discharge is not reversed through the grievance and arbitration procedure;
- If they are laid off and fail to return to work within fourteen (14) calendar days after they have been notified to do so by telephone and by registered mail to their last known address;
- If they absent themselves for more than three (3) consecutive scheduled working days without notifying the Employer or without providing a reason acceptable to the Employer;
- In the event that an unexpected accident or illness prevents the employee from advising the Employer immediately, they must do so as soon as possible and must supply a medical certificate satisfactory to the Employer where so requested; and
- If the employee has been laid off for a period of 24 months.
- If they accept remuneration from any Contractor of the Employer when on or off duty from any Contractor or member.

22.5 When recalling an employee from layoff, they shall be notified by telephone and registered mail. If an employee is recalled and is not immediately available for work, another employee may be recalled and will be temporarily employed until the senior employee reports within the fourteen (14) calendar day period as outlined above. An employee to whom a registered letter is sent in accordance with this Article must contact the Employer within seven (7) calendar days of the notice of return to work if they wish the Employer to hold the job open for them. It shall be the employee's responsibility to keep the Employer notified as to any change of their address or telephone number so that the Employer's records will be up-to-date at all times. As set out in Article 22.4, employees are entitled to be recalled from layoff for up to 24 months.

22.6 Employees promoted to supervisory positions not covered by this Agreement will retain their seniority after promotion and if transferred back into a vacant position in the bargaining unit, within a period of six (6) months, will have the seniority standing that the employee had attained prior to their promotion.

ARTICLE 23- LATENESS/ABSENTEEISM

23.1 Employees will not leave their assigned duties until they have been properly relieved.

23.2 The Employer and the Union are agreed that unexcused or culpable absenteeism provides cause for discipline leading to discharge and that each incident of lateness or absenteeism may constitute an offence for which an employee may be penalized.

- 23.3 If they overstay a leave of absence without cause acceptable to the Employer or uses a leave of absence for a purpose other than the one for which it was granted;

ARTICLE 24- CONFIDENTIALITY

- 24.1 Employees shall keep confidential any information obtained about any member, contractor, or employee of the Employer during the course of their employment, except where that information is required for the functioning of the Co-op, in which case, the employees shall give the information only to the party that requires the information with the consent of the Property Manager, Maintenance Manager and or Security Manager, as appropriate.
- 24.2 Employees will not release information regarding the affairs of the Employer and its residents where the release of such information may reasonably harm the Employer's interests, those of its Board members or of individuals residing at City Park Cooperative Apartments without the Employer's express approval or where otherwise required by law.
- 24.3 On termination of employment, the employee shall return to the Employer all documents, correspondence, plans or other written material, including any electronic documents or files, and any other physical property which belongs to the Employer or is obtained in the course of employment.
- 24.4 Employees agree that their confidentiality obligations continue even after the expiry of the collective agreement or termination of employment.

ARTICLE 25- DISCHARGE AND SUSPENSION

- 25.1 The Property Manager, Maintenance Manager and/or Security Manager, as appropriate, has the authority to discipline and suspend employees after consultation with the Staff Liaison on the Board of Directors.
- 25.2 The Property Manager, Maintenance Manager and/or Security Manager, as appropriate, has the discretion to determine whether a suspension for an offence by an employee will be with or without pay after consultation with the Staff Liaison on the Board of Directors.
- 25.3 Any letter or reprimand, suspension or other sanction will not be relied upon by the Employer thirty-six (36) months following the receipt of such a letter, suspension or other sanction that the employee's record/files have been clear of discipline for thirty-six (36) months. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.
- 25.4 An employee, accompanied by their Steward, if so desired, has the right to examine their personnel file on request. The Steward may also examine the record on behalf of the Employee, provided that written authorization is obtained from the Employee and is first provided to the Employer. Access to the personnel file shall be provided no later than two (2) weeks following receipt of the request for access and shall be given only under the supervision of Management.
- 25.5 No correspondence, discipline or reprimand shall be placed on the Employee's file unless

the Employee has first received a copy.

- 25.6 Any employee, who is terminated without cause while on probation and who has between 3 months and 9 months of service, shall be provided with 1 week pay in lieu of notice.
- 25.7 The Parties agree that providing personal information about members who reside in the buildings to any third party is considered as most serious misconduct. Any employee who engages in such misconduct shall be disciplined up to and including termination.

ARTICLE 26- GRIEVANCE PROCEDURE:

- 26.1 The Employer and the Union are agreed that it is of the utmost important to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until they have first given their Manager an opportunity to adjust their complaint (e.g. the Security Manager or Maintenance Manager).
- 26.2 No grievance shall be considered which was not filed within seven (7) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned. The time limit herein will be extended should the Steward be off, ill or on vacation.
- 26.3 A grievance may only arise from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement.
- 26.4 The Union shall have the right to commence a policy grievance on behalf of an employee or group of employees in accordance with the procedure set out below.
- 26.5 All decisions or responses to a grievance shall be in writing.
- 26.6 Grievances shall be adjusted and settled as follows:

Step No. 1

The employee and/or the Steward shall arrange to discuss the grievance with the Manager concerned (e.g. Maintenance Manager or Security Manager). If a satisfactory settlement is not reached within seven (7) working days following the presentation of the grievance, the grievance may be appealed to step No. 2 at any time within seven (7) working days but not thereafter.

Step No. 2

Unadjusted grievances may be appealed to the Property Manager within seven (7) working days of the delivery of the decision of the Supervisor concerned. Upon such an appeal, the grievance shall be considered at a meeting of the Property Manager or other designated management representative with the Steward who may be accompanied by a representative of the Union, this meeting to be held within ten (10) working days.

There shall be no more than 4 attendees at such a meeting (including the grievor if they wish to attend). The decision of the Property Manager shall be rendered in writing within seven (7) working days of the meeting.

- 26.7 If final settlement of the grievance is not completed as above, the grievance may be referred within fifteen (15) working days by either party to an arbitrator. Proper notice of the referral to arbitration shall be provided to the other party.
- 26.8 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance during the life of this contract or any extension thereof.
- 26.9 Notwithstanding anything contained in this Agreement, the time limits provided for may be extended by mutual agreement of the parties in writing. An arbitrator shall, however, have no jurisdiction to extend time limits unless the parties have so agreed.
- 26.10 A discharge grievance may be initiated at Step No. 2.

ARTICLE 27- ARBITRATION

- 27.1 The Employer and the Union agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a sole arbitrator at the request of either the Union or Employer.
- 27.2 The parties agree to mutually select an arbitrator to hear the grievance. The request by either party for arbitration shall name the first party's selection of arbitrator. The recipient of the notice shall, within five (5) days, advise the other party if it is agreeable to such selection or name its own selected arbitrator.
- 27.3 If the parties are unable to agree on an arbitrator within ten (10) days of the notice of referral to arbitration, either party may request that the Minister of Labour for the Province of Ontario appoint an impartial arbitrator.
- 27.4 No person may be appointed as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 27.5 The parties agree to jointly and equally bear the expense of the arbitrator.

ARTICLE 28-TEMPORARY EMPLOYEES AND CONTRACT EMPLOYEES

- 28.1 The Employer may hire temporary employees or contract out to cover long-term absences, assist with workload fluctuations, including filling in until a vacancy has been filled, or to help out during an employee's vacation period.

- 28.2 A temporary employee may be terminated upon the absent employee's return to work or, when workload declines, the posting is filled, or at the end of the vacation period.
- 28.3 A temporary employee will not acquire seniority rights under this Agreement and may be laid off at any time, for any reason, without right of recall. Temporary employees who apply for and are accepted for permanent positions must still successfully complete the probationary period after which their seniority will date from their most recent date of hire.

ARTICLE 29 - LAYOFF

- 29.1 In the event of a layoff, the Employer shall not replace any laid off employees with a contract employee, temporary employee or new hire. Laid off employees shall be entitled to be recalled within 24 months prior to any other new employees being hired in the laid off employee's job classification, provided that the laid off employee is qualified to perform the duties and responsibilities of the position.

ARTICLE 30- VACANCIES

- 30.1 Vacancies for positions covered by this Agreement shall be publicly posted at City Park. An internal candidate shall have preference over external candidates where qualifications, experience, skills and abilities are relatively equal as determined solely by Management; Management in its sole discretion may determine whether or not a candidate is suitable for a posted position and whether or not they have the requisite qualifications.
- 30.2 Where the Employer assesses, at its sole discretion, that two or more internal candidates' qualifications, experience, skills and abilities are relatively equal, seniority will be the deciding factor.
- 30.3 The Employer may fill the vacancy in its discretion if no internal applicant is considered suitable.
- 30.4 Where a new non-management position is created that falls within the scope of this bargaining unit, the Employer and Union shall discuss and agree upon the wage rate to be paid for that position.

ARTICLE 31 - COMPLIANCE WITH LEGISLATION

- 31.1 Should any clause, article or section of this Agreement be held to be in violation of employment standards legislation by a court or administrative tribunal responsible for administering the relevant statute, then this agreement shall be read as if that clause, article or section did not form part of the Agreement and all other clauses, articles or sections shall continue to apply.
- 31.2 In the event that the minimum standards set out in the *Employment Standards Act*,

2000, or its successor legislation, exceed or provide a greater benefit than that provided in this Agreement, the parties agree to abide by the Act.

ARTICLE 32 -TERM OF AGREEMENT

32.1 This Agreement shall remain in force until August 31, 2026 (the "Termination Date"). This Agreement shall continue in effect from year to year after the Termination Date, unless either party gives written notice of termination, or of a desire to amend the Agreement.

32.2 Notice that amendments are desired or that either party intends to terminate the agreement shall be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the Termination Date or anniversary date, in the event of any subsequent yearly extension of the Agreement as provided above.

Signed this _____ day of _____, 2024

For the Union:

Ryan Orzechowski
[Signature]

For the Employer:

Michal Janina VP Board of Director
Paul M. [Signature] President Board of Dir

SCHEDULE "A"- PROVISIONS SPECIFIC TO SECURITY PERSONNEL

Licenses

1. Further to the requirements set out in Article 5 of this Agreement, Security personnel shall be responsible for obtaining and maintaining their own licenses as required pursuant to the *Private Security and Investigative Services Act, 2005*. Security personnel shall immediately notify the Property Manager if their License is suspended, revoked, or expires. The Employer will reimburse the cost of the license renewals upon the employee providing a valid receipt.

Training

2. All Security officers will be required to successfully complete the following training:
 - a. Use of force
 - b. Advanced investigation report writing training
 - c. CCTV use in investigation training

SCHEDULE "B" -WAGE RATES

Effective September 1, 2023, the wage grids will be updated as follows:

- (a) Security staff wage grids will be increased by \$1.00 per hour, effective September 1, 2023. This adjustment will be applied prior to the increase for 2023 specified below.
- (a) All wage grids will be adjusted according to the following schedule:
 - (i) As of September 1, 2023 – 4%
 - (ii) As of September 1, 2024 – 3.75%
 - (iii) As of September 1, 2025 – 3.5%

Employees will receive pay retroactive to September 1, 2023 by no later than 30 days after the Agreement is both ratified by union members and approved by City Park Cooperative's Board of Directors. For clarity, only those individuals who are employees of City Park Cooperative Apartments as of the date the agreement is approved and ratified will receive retroactive pay.

SECURITY INTERMEDIATE

STEP	2022	2023	2024	2025
		\$1	4%	3.75%
				3.50%
1	\$ 18.66	\$ 19.66	\$ 20.45	\$ 21.22
2	\$ 19.24	\$ 20.24	\$ 21.05	\$ 21.84
3	\$ 19.83	\$ 20.83	\$ 21.66	\$ 22.47
4	\$ 20.40	\$ 21.40	\$ 22.26	\$ 23.09
5	\$ 20.99	\$ 21.99	\$ 22.87	\$ 23.73

SECURITY SENIOR

STEP	2022	2023	2024	2025
		\$1	4%	3.75%
				3.50%
1	\$ 20.99	\$ 21.99	\$ 22.87	\$ 23.73
2	\$ 21.58	\$ 22.58	\$ 23.48	\$ 24.36
3	\$ 22.16	\$ 23.16	\$ 24.09	\$ 24.99
4	\$ 22.75	\$ 23.75	\$ 24.70	\$ 25.63
5	\$ 23.33	\$ 24.33	\$ 25.30	\$ 26.25

SENIOR GENERAL MAINTENANCE

STEP	2022	2023	2024	2025
		4%	3.75%	3.50%
1	\$ 18.71	\$ 19.46	\$ 20.19	\$ 20.90
2	\$ 19.88	\$ 20.68	\$ 21.46	\$ 22.21
3	\$ 21.04	\$ 21.88	\$ 22.70	\$ 23.49
4	\$ 22.22	\$ 23.11	\$ 23.98	\$ 24.82
5	\$ 23.39	\$ 24.33	\$ 25.24	\$ 26.12
6	\$ 24.55	\$ 25.53	\$ 26.49	\$ 27.42
7	\$ 25.72	\$ 26.75	\$ 27.75	\$ 28.72

SENIOR MAINTENANCE SPECIALIST

STEP	2022	2023	2024	2025
		4%	3.75%	3.50%
1	\$24.55	\$ 25.53	\$ 26.49	\$ 27.42
2	\$25.14	\$ 26.15	\$ 27.13	\$ 28.08
3	\$25.72	\$ 26.75	\$ 27.75	\$ 28.72
4	\$26.31	\$ 27.36	\$ 28.39	\$ 29.38
5	\$26.90	\$ 27.98	\$ 29.03	\$ 30.05
6	\$27.47	\$ 28.57	\$ 29.64	\$ 30.68
7	\$28.06	\$ 29.18	\$ 30.27	\$ 31.33

CLEANER

STEP	2022	2023	2024	2025
		4%	3.75%	3.50%
1	\$ 16.37	\$ 17.02	\$ 17.66	\$ 18.28
2	\$ 17.54	\$ 18.24	\$ 18.92	\$ 19.58
3	\$ 18.71	\$ 19.46	\$ 20.19	\$ 20.90
4	\$ 19.88	\$ 20.68	\$ 21.46	\$ 22.21
5	\$ 21.04	\$ 21.88	\$ 22.70	\$ 23.49
6	\$ 22.22	\$ 23.11	\$ 23.98	\$ 24.82
7	\$ 23.39	\$ 24.33	\$ 25.24	\$ 26.12

LETTER OF UNDERSTANDING #2

The Employer will provide 4 parking spaces for bargaining unit employees. If the spots are full or the employee desires a non-designated spot, then the employee will pay for parking in the normal course.

Signed this _____ day of _____ 2024

For the Union:

Ryan Bramante
[Signature]

For the Employer:

Michael Yawing VP Board of Directors
Paul Q. [Signature] PRESIDENT BONES

LETTER OF UNDERSTANDING #3

The Parties agree that the power tools that are required in order for maintenance employees to perform their employment duties will be made available by the Employer. The Parties agree that the maintenance employees and management will work together to ensure that all power tools are maintained, protected and otherwise treated reasonably.

Signed this _____ day of _____ 2024

For the Union:

Ryan Brockmeyer
[Signature]

For the Employer:

Michael Harris VP. Board of Directors
[Signature] President Board

LETTER OF UNDERSTANDING #4

For the duration of this Collective Agreement, the Employer will make an annual donation of \$500.00 CAD to the Unifor Social Justice Fund. For greater clarity, this means that the Employer will make a total of two donations of \$500.00 CAD each:

Signed this _____ day of _____ 2024

For the Union:

Ryan Braithwaite
[Signature]

For the Employer:

Michael Ganning - VP Board of Directors
Mark [Signature] PRESIDENT [Signature]

