

**Collective Agreement 2024**  
**COPE Local 343 and**  
**American Federation of Musicians of the US and Canada (AFM)**  
**d/b/a CFM (Canadian Federation of Musicians)**

This agreement entered into this 15 day of August, 2024, by and between Canadian Office and Professional Employees, Local 343 (Union) and American Federation of Musicians of the US and Canada o/a Canadian Federation of Musicians/Federation Canadienne des Musiciens (Employer).

**ARTICLE 1. RECOGNITION**

- A. The Employer recognizes the Union as the sole collective bargaining agent for all employees that are employed by the American Federation of Musicians of the United States and Canada O/A Canadian Federation of Musicians/Federation Canadienne Des Musiciens in Toronto and surrounding area, including those that work remotely, which may or may not be in the geographical area, save and except the Director of Administration, International Representative and those ranked Executive Director or above.
- B. No Employee shall be required to make any written or verbal agreement which may conflict with the terms of this contract at any time.
- C. The Employer will not contract out bargaining unit work.
- D. Persons excluded from the bargaining unit shall not perform bargaining unit work without mutual agreement between the Employer and the Union.

**ARTICLE 2. UNION SECURITY**

- A. All new Employees, falling under the covered unit positions, will be required to join the Union at the commencement of their employment and remain members in good standing of the Union.
- B. Dues Deduction - The Employer shall deduct from each employee on a weekly basis the amount authorized as Union fees, dues and assessments and to remit said deduction to the Union along with a list of employees for whom such deductions were made on a monthly basis.
- C. The above deductions shall be reported on the employee's T-4 slip at year's end.
- D. Each new employee shall be entitled to a 30 minute orientation during the work day, with a Union Representative on their first day of work.

**ARTICLE 3. MANAGEMENT RIGHTS**

Except as may be specifically modified elsewhere in this Agreement, the Employer has the right to make and implement policy; manage the affairs of the organization, assign, direct, and regulate employees; determine the type and number of staff positions and the quality of work required from employees; and shall retain all rights and prerogatives which it possessed at the effective date of this Agreement. None of these rights shall be exercised in an arbitrary or capricious manner.

**ARTICLE 4. PROBATION & TEMPORARY WORK**

- A. New employees will service a probationary period of six (6) months. During the term of the probationary period, such employees shall be entitled to all rights and privileges of this agreement, except Articles 25 and 26 related to discipline and termination.

- B. Temporary or Project workers shall be allowed for up to ninety (90) days unless agreed to by the Union and the Employer.

**ARTICLE 5. HOURS OF WORK & OVERTIME**

- A. All Salaries and references to the working week in this agreement shall assume a thirty-five (35) hour work week as their basis. Exceptions such as part-time hours and hourly wages shall be noted where applicable.
- B. Place of work (i.e: remote work vs. working in the office) shall not affect the normal hours of work or overtime considerations.
- C. Overtime shall be applicable for all hours worked in excess of forty-four (44) hours per week as set forth in the Ontario Employment Standards Act, as well as on statutory holidays and weekends when so directed by the employer.
- D. Overtime will be paid at the rate of 150 percent (150%) an employee's regular rate of pay.
- E. Hours of work on Fridays will cease one-half (1/2) hour early.
- F. The employee may elect to choose lieu time instead of payment for overtime worked.
- G. Employees' lunch hours and 15-minute break times shall be scheduled by the Employer in consultation with each Employee. Lunch hours shall be taken at the approximate mid-point of the work day, and break times shall be taken at the approximate mid-point between the Employee's lunch hour and their start and stop time. To the extent possible based on existing staffing levels, breaks and lunch hours shall be scheduled so that no department is left unstaffed. To give effect to that, preference of lunch and break times within a department shall be given to departmental Employees in order of seniority.
- H. The Employer's regular daily hours of operation and employment in a regular 5-day work week are 9:00 a.m. to 5:00 p.m. To accommodate individual Employees' needs, a full-time Employee, in consultation with and approval by the Employer, may elect to schedule their regular start time between 8:30 and 10:00 a.m. All part-time Employees' work days and start/stop times shall be determined by the Employer.
- I. In accordance with the above provisions, the Employees and Employer together shall, prior to the beginning of each calendar quarter, review and determine the regular schedule of breaks, lunches and stop/start times for the coming calendar quarter. Any deviations from the quarter's established break and lunch schedules require advance Employer approval.

**ARTICLE 6. VACATIONS\*\***

- A. Each Employee shall receive an annual vacation with pay in accordance with the Employees' years of employment based on each individual's start date as follows:

B.

After completion of	Vacation Entitlement
6 months	1 week
1 year	2 Weeks
4 years	3 Weeks
9 years	4 Weeks

- C. Employees may carry over (bank) unused vacation time from year to year to a maximum of forty (40) days. However, the maximum number of contiguous vacation weeks that may be taken at any one time shall not exceed four.

- D. Employees shall notify the Employer in a form and/or system specified by the Employer of their wish to take vacation time a minimum of thirty (30) calendar days prior to the first intended day of vacation, when requesting up to one (1) week. If requesting more than one (1) week vacation time, sixty (60) calendar days are required for review/approval by management. The Employer shall respond with approval or denial of the request no later than ten (10) working days following receipt of the Employee's request. Failure to respond timely will constitute approval of the request.
- E. Vacation requests will not be unreasonably denied, except that any conflict in vacation requests between employees will be decided based on employee seniority.
- F. If a holiday named in this agreement occurs during an employee's vacation period, that holiday shall not be counted against the employee's earned vacation days. If the employee opts to take a vacation day on a day that the CFM offices close early, it will still be counted as one (1) full day of vacation and will not be prorated.

## **ARTICLE 7. LEAVES OF ABSENCE**

### **A. Sick Leave**

- 1. Following their first full calendar month of employment, Employees shall be entitled to leave for minor illness as follows:  
Employees regularly scheduled for twenty-eight (28) or more hours per week shall be entitled to twelve (12) days per calendar year.  
All other employees shall be entitled to seven (7) days per calendar year.  
This shall be prorated for new employees in their first year of employment.
- 2. Sick Leave absences may be utilized in ½ day increments and may be used for the purposes of medical appointments.
- 3. Employees may carry over and maintain a bank of sick-leave days to a maximum of twenty-seven (27) days. (current practice)

### **B. Pregnancy and Parental Leave**

- 1. Employees shall be granted a leave of absence for pregnancy and/or parental leave in accordance with provincial legislation and the ESA.
- 2. The employer agrees to provide a "Top-Up" in the following manner:  
The difference between Normal EI benefits and seventy-five percent (75%) of the employee's salary for up to six (6) months.
- 3. Employees who become natural or adoptive parents will be entitled to a two (2) week paid leave of absence to be taken within three (3) months of the birth of the child, or within three (3) months of the time at which the child comes into the care of the parents.
- 4. Seniority, benefits and all other rights shall continue to accrue during the duration of said leave.

### **C. Bereavement Leave**

- 1. The employee shall be entitled to bereavement leave with pay for a period of five (5) working days in the case of death of: Parent, step-parent, foster parent, spouse, including

common-law partner, fiancé(e), child, step-child, foster child, siblings, mother/father-in-law, or a person who stands in the place of a relative or with whom the employee has a caregiving relationship.

2. An Employee shall be entitled to bereavement leave with pay for a period of two (2) days in the case of death of: Brother/sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, step-grandparent, grandchild, step-grandchild, niece, or nephew.
3. Bereavement leave may be reasonably applied at any time within twelve (12) months of the event of death to enable an Employee to participate in rites, ceremonies, memorials or legal matters, or to attend to matters related to winding up the affairs of the decedent, i.e., the taking of bereavement leave shall not be limited to contiguity to the date of death.
4. An employee may access sick leave, personal/vacation leave, or in-Lieu-of time if needed to extend paid leave for a bereavement.
5. Where an Employee's previously scheduled vacation is interrupted due to a bereavement, leave shall be granted in accordance with this article and the Employee's vacation shall be re-scheduled to a later date.

#### **D. Jury Duty**

Any employee required to attend or serve on a jury in any court of justice or; coroner's jury shall be granted leave with full pay for up to ten (10) days to fulfil such duties and such time shall not be deducted from any leave entitlement. Should such jury duty extend beyond ten (10) days, leave will be extended accordingly and the Employer shall provide the Employee a "top up" equal to the difference between the Employee's regular rate of pay and the compensation paid to the Employee by the government for the jury service. Employees called to jury duty must present the Employer with government-issued proof of jury service and any compensation received therefor in order to benefit from this provision. Paid leave for jury service shall not exceed fifty (50) days.

#### **E. Union Activities**

1. At any one time, a maximum of two (2) Employees who are not from the same department may be granted reasonable time off for COPE Union duties, such duties may include attendance at conventions, seminars, and arbitrations. The Employer will not unreasonably deny such time off. The Employer will continue the pay of any employee absent from work on union duties and the union will reimburse the Employer for such wage payment upon receipt of a monthly statement. Employees shall notify the Employer at least ten (10) business days in advance of accessing such time off.
2. In the case of renegotiation of this Agreement, the Employer agrees that up to two (2) employees shall be permitted to participate on the union's negotiating committee during regular hours of employment without loss of pay.

### **ARTICLE 8. HOLIDAYS**

The following shall be observed as paid holidays:

New Year's Day  
Family Day  
Good Friday

Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Eve  
Christmas Day  
Boxing Day  
New Years Eve

If any of the above-listed holidays fall upon a weekend, the proximal working weekday shall be observed as the paid holiday. For understanding and by example: If Christmas Eve falls on a Saturday, the preceding Friday shall be observed as a paid holiday in lieu thereof. If Christmas Eve falls on a Sunday, the preceding Friday shall be observed as paid holiday in lieu thereof, since the following Monday would be observed for Christmas and the following Tuesday would be observed for Boxing Day.

**ARTICLE 9      PERSONAL LEAVE**

- A. In addition, employees will have three (3) “float” days to utilize for personal use.
- B. Any other holiday proclaimed by the federal government requiring the closure of government services for that day. For example, National Day for Truth and Reconciliation as a holiday proclaimed by the federal government entitles an employee to an additional float day.

**ARTICLE 10.      SENIORITY**

- A. Seniority shall be accumulated based on the length of continuous service in the bargaining unit and shall be accorded to each employee effective from the first day of employment.
- B. Employees taking pregnancy and parental leave, sick leave, or domestic violence leave, shall continue to accrue seniority during such leaves of absence.
- C. Upon recall from layoff, an employee shall be credited with full seniority from date of hire including time spent on layoff.
- D. The employer will provide the union with an updated seniority list within one month of ratification of this collective bargaining agreement and each January 15 thereafter.

**ARTICLE 11.      JOB POSTINGS AND PROMOTIONS**

- A. When a new or vacant job is created, including temporary vacancies in excess of sixty (60) days, the job shall be posted in the Employer’s office five (5) days in advance of external advertising. All internal applicants will be interviewed and considered prior to external applicants being seen.
- B. In promotions and transfers within the same Level, the Employer shall award the job to the most senior applicant possessing the skills, ability and required accreditation (if any is applicable) to perform the work required.
- C. Career Growth - Any vacancy, whether temporary or permanent, shall first be posted internally for ten (10) calendar days to give incumbent employees an opportunity to apply for same and

develop new skills. Employees so engaged for a temporary vacancy will return to their original position at the end of the temporary vacancy.

**ARTICLE 12. GRIEVANCE AND ARBITRATION**

- A. The duly authorized representatives of both parties shall meet on the written request of either party to discuss any differences or disputes that may arise with regard to the meaning, interpretation, application, or alleged violation of this agreement. These representatives shall attempt to resolve such differences. Any grievance which may arise must be presented within 15 business days after its occurrence or within 15 business days from the date on which the relevant facts became known or reasonably could have become known, whichever is later. In a grievance arising from paycheques, the event shall be deemed to have happened on the day the paycheque was received. Grievances shall be dealt with in successive steps as follows:
- B. If the representatives of the parties are unable to agree on any such question within two weeks after the initial meeting, which period may be extended by mutual agreement, it shall be submitted to an arbitrator mutually agreed upon by the parties.
- C. The decision of the arbitrator shall be final and binding on both parties. The compensation of the arbitrator shall be borne equally by both the Employer and the Union.
- D. If the parties cannot agree on an arbitrator, the Minister of Labour for the Province of Ontario shall be asked to make an appointment.
- E. The arbitrator shall not have the jurisdiction to alter or amend the provisions of this agreement.

**ARTICLE 13. PENSION/RETIREMENT SAVINGS**

Contributions to the Musicians Pension Fund of Canada shall be made by the employer equalling 11.99% of the gross wages of all employees who have successfully completed the probationary period.

**ARTICLE 14 HEALTH AND WELFARE BENEFITS**

- A. The Employer will pay 100% of the premiums for life insurance, accidental death and dismemberment, and long-term disability. Dental, and prescription drug and other medical will be covered by the Employer at 88% of the premium cost as set out in Policy #320163, or its equivalent. The Employer will commence payment of the premiums outlined above following the successful completion of an Employee's probationary period.
- B. Employer has the right to change providers as long as the level of coverage is not reduced during the life of the agreement.

**ARTICLE 15. ANTI-DISCRIMINATION, ANTI-HARASSMENT**

The Employer agrees that there shall be no harassment, discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training or promotion, transfer, layoff, recall, discipline, discharge or otherwise.

**ARTICLE 16. JOB DESCRIPTIONS**

Job Descriptions and compensation shall be listed in Chart A in Article 24.

**ARTICLE 17. LAYOFF AND RECALL**

- A. Should the Employer need to contemplate layoffs due to a lack of work, the Union shall be consulted and informed no less than one (1) month in advance.
- B. In the event of a layoff, employees with the least seniority in the job classification level in which the layoff occurs shall be the first to be laid off. Rehiring within that classification level shall be in the reverse order of layoff. Seniority shall accumulate during such layoff.

**ARTICLE 18. TECHNOLOGICAL CHANGE**

- A. In the event that the office technology changes and requires new or greater skills than already possessed by the affected employees, such employees, at the expense of the employer, shall be given a reasonable period of time during which they may acquire the necessary skills.
- B. No employee shall be dismissed or have their normal earnings or working hours reduced as a result of technological change, provided that the employee has achieved the necessary skills in a reasonable period.
- C. No Employee shall be dismissed or laid off as a consequence of legislative or other governmental action impacting the Employee's department that is beyond the Employer's control. Employees whose employment is so impacted shall be assigned to other work at the same Level without reduction in compensation or loss of seniority.

**ARTICLE 19. HEALTH AND SAFETY**

- A. The Employer has a responsibility to provide a safe and healthy workplace by applying occupational health and safety legislation. This approach is based on a joint union-management role in health and safety programs in order to increase their effectiveness and their relevance to all workers.
- B. Union will appoint one representative to meet with Management as needed (but at a minimum of once annually) to a joint Health and Safety committee.

**ARTICLE 20. SUCCESSORS, MERGERS AND ACQUISITIONS**

In the event the Employer shall merge, consolidate, lease, or by any other means enter into an agreement with another union, individual, or organization, which in whole or in part, affects the existing bargaining unit, then such successor shall be bound by each and every provision of this agreement, unless and/or until the Ontario Labour Relations Board rules otherwise.

**ARTICLE 21. RIGHT TO DISCONNECT**

- A. The Employer agrees that electronic monitoring and video surveillance shall not be used without the knowledge of the Union and the employees.
- B. The Employer agrees that all workers have the right to disconnect when outside of their normal working hours.
- C. The employer shall not make a habit of contacting employees outside of their normal working hours.
- D. The employer shall facilitate conversations with staff about excessive workloads impacting their ability to take time off and/or if experiencing any issues with not being able to disconnect from their work.

**ARTICLE 22. EDUCATION AND PROFESSIONAL CERTIFICATIONS**

The Employer shall pay for professional certifications and allow paid leave to renew certifications that are required for the employee's job and shall pay or reimburse the Employee up to \$1000.00 per year for courses necessary for such certifications.

**ARTICLE 23. EXPENSES AND PER DIEMS**

The Employer shall reimburse employees for authorized travel and expenses incurred during the course of their duties. All reimbursements are governed by the Employer's travel expense policy applicable to all officers and staff of the Employer, as adopted and approved by the International Executive Board of the AFM and as may be amended from time to time.

**ARTICLE 24. WAGES AND DESCRIPTIONS**

**CHART A**

Level	Title	For understanding: examples of levels currently	For understanding: Description and examples of duties/requirements	Base hourly rate Year 1
1	Clerical	Administrative assistant; receptionist	General clerical. Appropriate comfort with standard office software. Performs tasks as directed by Management. <i>Examples: Visitor &amp; phone reception, mail, maintaining public space appearance, photocopying, repetitive data entry, miscellaneous communication, filing.</i>	25.25/hr
2	Department administrative	Artist immigration administrator, EMSD assistant	Works semi-independently with Management supervision. Excellent writing skills and appropriately higher competence with office software (e.g., Word, Excel, email clients, PDF readers/editors). <i>Examples: Processing P2 applications; musician &amp; local union voice &amp; written contact, light research, data entry. Electronic media:: processing new use billings, signatory database mtce, internet research, audio &amp; video recorded track research, communication with industry counterparts.</i>	27.27/hr
4	Department coordinator	EMSD recording & licensing manager; Membership services manager	Works independently with supervision and assignments from Management. Excellent writing skills and appropriately higher competence with office software (e.g., Word, Excel, email clients, PDF readers/editors, social media). <i>Examples: (1) Contract and collective agreement administrator, media producer communications and relations, musician communication; (2) Vendor relations, public relations administrative assistance/support (e.g., social media, website, trade shows/conferences), cross-department/level support/backup; (3) music training sufficient to complement Electronic media assistant.</i>	31.35/hr
4	Field negotiator		Special skills required. Works independently from home or office and sets own work schedule pursuant to assignments from Management. Travel required. Excellent writing skills. Excellent negotiating and mediation skills. Works with individual members, bargaining unit committees, bargaining units, local AFM unions & officers, bargaining unit employers.	43.89/hr



- A. The base rates in Chart A will be increased on each anniversary date of this agreement by four percent (4%). Employees whose current hourly rates (exclusive of seniority pay) are higher than the base rates set forth in the Chart A shall also benefit by this provision.
- B. Bi-lingual English and French:
  - (1) The base rate in Chart A for any Level 1 through 3 position for which the Employer requires the employee to be bi-lingual in English and French shall be three and one-half percent (3-1/2%) higher than the rates set forth in Chart A.
  - (2) The base rate in Chart A for a Level 4 position for which the Employer requires the employee to be bi-lingual in English and French at a level of expertise sufficient to competently engage in contract negotiation, creation and administration shall be seven percent (7%) higher than the rate set forth in Chart A.
- C. Musical expertise: The base rate in Chart A for any Level 1 or 2 position for which the Employer requires the employee to have music training sufficient for ability to listen to or view an audio or video recording track and identify instrumentation and number of musicians shall be three and one-half percent (3-1/2%) higher than the rates set forth in Chart A.
- D. Employer may cross-train employees to work between departments within the same level without additional compensation.
- E. At the Employer's discretion and with the agreement of the employee, the Employer may, without additional compensation to an employee, train an employee to perform work at a higher Level in any Department on an as-needed basis. Subsequent to such training, when such employee is directed by Management to perform work at the higher Level, the employee shall be paid the hourly rate appropriate to that higher Level as set forth in Chart A for the time worked at that higher Level.
- F. Employer may assign an employee to perform work of a lower Level without reduction in compensation.
- G. Seniority pay: An employee who has completed a five-year segment of continuous employment shall receive an additional \$1.50 per hour (i.e., an additional \$1.50/hr after five years, a further \$1.50/hr after ten years, and so forth). The parties recognize and agree that the hourly wage rates in effect for current employees prior to this agreement include their seniority pay entitlement. Seniority pay is not subject to annual increases as set forth in 1., above.
- H. No current employee's compensation and benefits shall be decreased as a consequence of implementation of this agreement.

## **ARTICLE 25      TERMINATION OF EMPLOYMENT**

### **A. Just Cause**

- 1. Except for reduction in staff, the employer shall not discharge a non-probationary employee without just cause, and only after the employee has been given appropriate warnings in line with progressive discipline practices. The onus to prove just cause must be on the employer.
- 2. Non-probationary employees shall be given a minimum of two (2) weeks' notice of discharge or pay in lieu thereof.
- 3. Employees deciding to terminate their employment shall where possible give two (2) weeks' notice.

### **B. Severance Pay**

- 1. Where the Employer has laid off an employee due to lack of work or a reduction in staff, severance pay shall be awarded and will be calculated on the basis of one (1) week's pay for

every year of service and major portion thereof and will be paid out at the current rate of pay, and applies to all members of the bargaining unit.

2. The employee will not be entitled to any severance pay until they have completed two (2) years' service with the employer
3. Severance pay entitlements will be paid out to employee(s) within one (1) week

#### **ARTICLE 26      PROGRESSIVE DISCIPLINE AND DISCHARGE**

- A. The Employer shall discipline or discharge a non-probationary Employee only for just cause.
- B. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, in most cases, discipline will be preceded by counselling.
- C. When the Employer is considering disciplining an Employee, the Employer will arrange with the Union Representative and Employee to meet. At this meeting, the Employer will advise the Employee of the reason(s) for the meeting and provide the Employee with an opportunity to respond.
- D. Within five (5) working days of this meeting, or any additional meeting that the Employer may require, the Employer will advise the Employee of its decision. If discipline is to be imposed, the decision will be communicated orally and in writing at a further meeting. The Employee will be accompanied by a Union Representative at such a meeting. A copy of the discipline will be provided to the Union.
- E. Any claim of unjust discipline or discharge will be submitted to the grievance and arbitration procedure within thirty (30) working days from the date of receipt of the discipline by the Union
- F. Upon receipt of a written request from the Employee, the supervisor will remove and destroy any discipline from Employee's personnel file provided that they are more than twenty-four (24) months old and no further disciplinary action of any nature has occurred during that twenty-four (24)-month period.

#### **ARTICLE 27      LABOUR MANAGEMENT COMMITTEE**

- A. The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation, and agree to establish a Labour Management Committee. This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern arising from the application of the Agreement.
- B. The Labour Management Committee will be composed of two (2) Union Representatives, or such designate as the Union may appoint, and two (2) representatives of the Employer, of whom one will be the Executive Director or designate. A quorum will be all four (4) members. The Committee shall select, from itself, one Union member and one Employer member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.
- C. The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.
- D. The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least seven (7) days prior to the date of meeting.
- E. The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective parties.
- F. The Committee shall meet at least once every three (3) months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting.

**ARTICLE 28 DOMESTIC OR SEXUAL VIOLENCE LEAVE**

- A. Employees, who have completed thirteen (13) consecutive weeks of employment are entitled to domestic or sexual violence leave if the employee or the employee's child has experienced or been threatened with physical or sexual violence.
- B. A leave may be taken to seek medical attention for self or child; to access services from a victim services organization; to have psychological or other professional counselling; to move; to seek legal or law enforcement assistance (reporting, attending court resulting from the domestic or sexual violence).
- C. Employees are entitled to take up to fifteen (15) weeks leave, the first ten (10) days of said leave will be paid.

**ARTICLE 29 OFFICE CLOSURE**

- A. If the Employer closes its office and ceases operations during working hours for whatever reason, Employees shall then be excused from work and their pay shall not be reduced as a consequence.
- B. If the Employer's office is open, but localized inclement weather operates to prevent an Employee from safely traveling to the Employer's office, the Employee may be excused from work without pay, or may access any accumulated in-Lieu-of time or paid personal leave time.

**ARTICLE 30 REINTEGRATION**

CFM and COPE Local 343 are jointly committed to facilitating the reintegration of Employees who have suffered a temporary disability/illness back into the workplace. As a result, the Employer and the Union will implement a work reintegration program to assist ill/disabled Employees covered by this Agreement in their return to work based on the reintegration needs of the returning Employee. This shall be granted upon a request by an Employee to return to work with modified duties, as recommended, in detail, through the information provided by their personal physician or counselor with respect to their restriction(s), a representative of the Union, the Employee's Director (or designate), an Employer representative and the returning Employee, will meet within ten (10) days to review the reintegration needs of the Employee. These may include an orientation to changes in the workplace, training on any changes to the work that have occurred while the Employee was off and a gradual return to full-time duties.

**ARTICLE 31 NO STRIKES OR LOCK-OUTS**

During the term of this Agreement:

- A. The Employer agrees that it shall not lock out Employees.
- B. The Employer agrees that it shall not require Employees to cross a picket line authorized by any other labour union, Local or National.
- C. The Union agrees that it will not strike the Employer.

**ARTICLE 32. TERM OF AGREEMENT**

This Agreement, upon execution by both parties hereto, shall become effective on July 1, 2024, and shall continue in full force and effect through June 30, 2027, and shall remain effective thereafter from year to year unless notice of a desire to cancel or to negotiate changes is given in writing by either party to the other at least sixty (60) days prior to the expiration date of this

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Agreement. If either such notice is given, the parties will meet promptly to attempt to reach a new agreement, in whole or in part, and during the pendency of these negotiations the terms hereof shall remain in full force and effect until an impasse is reached.

**FOR THE UNION:**

 August 24, 2024

\_\_\_\_\_  
SIGNATURE and DATE

Matt Root, Labour Relations Specialist

\_\_\_\_\_  
NAME AND TITLE

 August 24, 2024

\_\_\_\_\_  
SIGNATURE and DATE

Richard Sandals, Bargaining Cttee Member

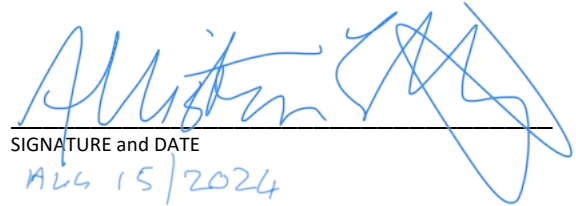
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NAME AND TITLE

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
SIGNATURE and DATE  
AUG 15/2024

Augustino Gagliardi, AFM International President

\_\_\_\_\_  
NAME AND TITLE

  
\_\_\_\_\_  
SIGNATURE and DATE  
AUG 15/2024

Allistair Elliott, AFM Vice President from Canada

\_\_\_\_\_  
NAME AND TITLE

**LETTER OF UNDERSTANDING**

**RETROACTIVE COMPENSATION**

The wage rates set forth in Article 24 shall apply retroactively to all employees actively at work on the date of execution of this Agreement.


**FOR THE UNION:**

 August 16, 2024

SIGNATURE and DATE

Matt Root, Labour Relations Specialist

NAME AND TITLE

 August, 16, 2024

SIGNATURE and DATE

Richard Sandals, Bargaining Ctte member

NAME AND TITLE

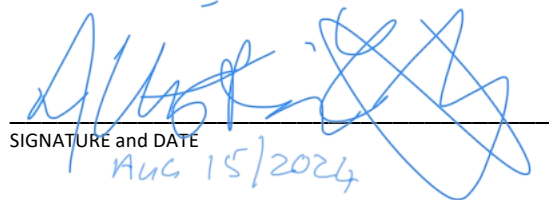
**FOR THE EMPLOYER:**

  
SIGNATURE and DATE

AUG 15/2024

Augustino Gagliardi, AFM International President

NAME AND TITLE

  
SIGNATURE and DATE

AUG 15/2024

Allistair Elliott, AFM Vice President from Canada

NAME AND TITLE