

COLLECTIVE AGREEMENT

*between
the Canadian Union of Public Employees, Local 3902*



*and
the Canadian Union of Public Employees and its Local 1281*

CUPE 1281

2 June 2009 – 31 December 2011

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This Agreement is made this **27th** day of **October, 2009**.

Between: The Canadian Union of Public Employees/Syndicat canadien de la fonction publique, Local 3902, hereinafter referred to as “the Employer”,

And: The Canadian Union of Public Employees/Syndicat canadien de la fonction publique, and its Local 1281, hereinafter referred to as “the Union”.

DEFINITIONS:

CUPE 3902: As defined by the Constitution of the Canadian Union of Public Employees (CUPE) and Local by-laws.

Department Staff in the local are divided into two departments, Servicing and Administration. All members of the bargaining unit hired under the Staff Representative job description make up the Servicing Department. Those members of the bargaining unit hired under the Office Administration and Support Staff job descriptions make up the Administration Department.

Department Lead Hand The most senior employee, as per Article 14, in each Department who shall be responsible, in consultation with the Chair, for direction of work, and the setting of priorities within the Department.

Employees: Those individuals within the bargaining unit as defined in Article 3.

Part-time Employee: Any employee employed for fewer than thirty-five (35) hours per week.

Layoff: Any reduction in the hours of employment.

Total Layoff: A complete reduction in the hours of employment.

Partial Layoff: The first six (6) months of a partial reduction in the hours of employment.

Spouse: For the purpose of this Agreement, designates husband, wife, common-law husband, common-law wife, cohabitant or intimate friend, and shall be included in the immediate family.

Transfer: Includes a lateral change in job classification.

Chair: The Chair of CUPE 3902; where necessary, includes individual designated by the Executive Committee to act in the absence or incapacitation of the Chair in accordance with Local By-laws.

Immediate Supervisor: The Chair of CUPE 3902 shall act as the immediate supervisor for all staff in the local. The Chair shall also assist the Department Lead Hands in the direction of work and the setting of priorities for each Department. It is

understood that Management decisions will be made by the Employer's Executive Committee, in consultation with the Labour Management Committee. It is, however, agreed that communication of all such decisions shall be made by the Chair. As such, practically speaking for the operation of this agreement, all functions of Management as outlined in Article 2 shall be the sole responsibility of the Chair.

Management Session:

Any discussion of the Employer which has as its objective the consideration or development of CUPE 3902's position as Employer, including discussions related to collective bargaining, the administration of the Collective Agreement, hiring (except as provided for in Article 11.03), formal grievances and/or discipline, suspension or discharge of any employee.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work; to provide for an amicable method of settling differences which may arise; to promote the mutual interest of the Employer and its employees.

ARTICLE 2 - EMPLOYER'S RIGHTS

- 2.01.1** The Union recognises the right of the Employer to hire; transfer; promote; demote; relocate; layoff; recall; classify; maintain order and efficiency; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its employees for just cause.
- 2.01.2** The Employer agrees to exercise such rights in a fair, reasonable, and equitable manner, and in a manner which is consistent with this Collective Agreement.
- 2.01.3** Notwithstanding Article 2.01.1, unless and until the Employer employs a full-time Staff Representative, there shall be no other regular staff hired.

ARTICLE 3 - RECOGNITION

3.01 Definition

The Employer recognises CUPE 1281 as the sole and exclusive bargaining agent for all its employees, save and except casual employees as defined in this Article.

3.02 Term Employees

3.02.1 The Union recognises the right of the Employer to hire term employees, subject to Article 10.04. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular appointments. Such employees may only be employed to replace a regular employee on leave for periods of up to one (1) year. Notwithstanding the foregoing, an extension of up to three (3) months may be granted in the event that the return of the regular employee is imminent.

3.02.2 Term employees shall enjoy all the rights and benefits of this Collective Agreement, save and except severance pay (23.02), layoff notice (12.01.2), benefits during layoff (12.03), bumping rights (12.02), public office leave (19.04) and general leave (19.13).

3.02.3 Term Employee Conversion

Should the Employer wish to convert a term position to a permanent position, it shall be posted in accordance with Article 10.01. Should a term employee be awarded the position, all rights and benefits excluded by Article 3.02.2 shall apply retroactively to the date of commencement of her/his employment.

3.02.4 Where an employee on layoff or a part-time employee applies for a term position, s/he shall receive that position, provided the employee has the ability to perform the requirements of the position. Where two (2) or more employees on layoff or part-time employees apply and have the ability to perform the position, the appointment shall be made on the basis of seniority. When a term position is held by such an employee, Article 3.02.2 shall not apply and such an employee shall enjoy all the rights and benefits of this Collective Agreement. In the case of a regular part-time employee who is awarded a full-time term position, such employee shall be returned to their former position at the end of the term position, which shall not be a layoff. In the case of a vacancy created through the implementation of this Article, such vacancy shall be filled in accordance with this Article, or in cases where this is not possible, the Employer shall have the right to fill the part-time vacancy through Article 3.02.1.

3.03 Exclusion - Casual Employees & Book-offs

3.03.1 Definition – Casual Employees

Casual employees are those who are hired on an hourly or honorarium basis to perform duties of a temporary, short-term nature. This shall include only special projects involving fewer than 750 of hours of work per calendar year in total. These projects may include, but are not necessarily restricted to, membership mailings, and the following types of clerical work: data entry, telephone surveys, filing, and bargaining-team note-taking (if the regular employee is unavailable).

3.03.2 Definition – Book-offs

Type 1 – Members of CUPE 3902 booked-off for Union work as per the Union Leave provisions of the CUPE 3902 Collective Agreements with the University of Toronto.

Type 2 – Members of CUPE 3902 who opt to be paid an honorarium for union work in lieu of the union leave provisions in the CUPE 3902 Collective Agreements with the University of Toronto. It is agreed that money spent on hiring members under this provision will not exceed \$26,000 in a year.

3.03.3 Limitation on the Right to Hire

It is agreed that no position hired under 3.03.1 or booked-off under 3.03.2 will perform bargaining unit work, as outlined in Appendix 2 of this Agreement, without mutual agreement in writing between the parties.

3.03.4 The Employer shall provide a written contract to a casual employee and shall forward a copy to the Union. The Employer shall pay casual workers (as per 3.03.1), no more than the bargaining unit rate for similar work.

3.03.5 The Employer agrees that all part-time employees and employees on layoff will receive notice of any casual position. Notice will be given and employees will have five (5) days to respond from the date notice is received. Employees who respond to the notice will be interviewed and appointments shall be made on the basis of seniority, provided the employee meets the basic qualifications and provided further that preference will be given to employees on layoff, including partial layoff. The Employer further agrees that when this work is performed by employees, they shall be paid at the bargaining unit rate.

3.04 Supervision of Casual Employees

Casual employees shall be supervised by the Department Lead Hand, or designate, for the Department they are working in.

3.05 Improper Hiring Procedure

Upon discovery that an employee who fits the bargaining unit definition in Article 3.01 has been improperly hired, either the employee shall be immediately laid off in accordance with Article 12 or the position shall be posted in accordance with Article 10.01, at the Employer's choice. Should the position be posted and a current member of the bargaining unit be awarded the position in accordance with Article 11.01, the original employee shall be laid off in accordance with Article 12.

ARTICLE 4 - NO DISCRIMINATION/HARASSMENT

4.01 No Discrimination

4.01.1 The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practised with respect to any employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs, or activities; sex; sexual orientation; marital status; family status; parental status; number of dependants; place of residence; class; record of offences except where it relates to a bona fide qualification because of the nature of employment; handicap or disability (including AIDS/HIV status) which does not prevent the performance of the duties of a position; union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.

4.01.2 No employee or applicant for employment shall be required to submit to a blood test, lie-detector test, or any other test for illness or drug dependency.

4.02 No Harassment

4.02.1 The Employer agrees that there shall be no form of harassment exercised or practised with respect to any employee or any applicant seeking to become an employee, by reason of any grounds set forth in Article 4.01.1.

4.02.2 Sexual Harassment

Sexual harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature; or
- (ii) implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

4.02.3 Gender Harassment

Gender harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual orientation, or gender, but which may not be sexually motivated.

4.02.4 Racial/Ethnic Harassment

Racial/ethnic harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

4.03 Harassment Grievances

- 4.03.1** An employee who alleges s/he has been subject to discrimination or harassment, or who has been assaulted, may submit a grievance under this Article. All grievances filed alleging a violation of Articles 4.01 and/or 4.02 shall be submitted in writing to the Chair within one hundred twenty (120) working days of the alleged incident(s). The parties agree that the grievor may include allegations regarding incidents that occurred more than one hundred twenty (120) working days prior to the filing of the grievance if the earlier incidents form part of a pattern of continuing harassing conduct.
- 4.03.2** An employee shall not be entitled to grieve being excluded from participating in any committees and/or caucuses of CUPE 3902 that exclude persons on the basis of gender, sexual orientation, race and/or ethnicity.
- 4.03.3** When a grievance under this Article has been filed, the grievor may request that contact with the alleged harasser be discontinued during the period of investigation of the grievance. Upon such request, the Chair shall ensure such separation. The grievor shall suffer no penalty or interference in her/his working conditions. In cases where the alleged harasser is a member of the bargaining unit, separation from the grievor pursuant to this clause shall not constitute discipline.
- 4.03.4** Within five (5) working days of receipt of a grievance filed under this Article, at least two (2) representatives of the Employer's Executive Committee shall convene a meeting with the grievor and the Union. Upon the basis of the information provided in such meeting, the representatives of the Executive Committee shall conduct a thorough investigation of the allegations contained in the grievance, subject to Article 4.03.5, and shall, where the decision is that the allegations are grounded, make a recommendation to the Executive Committee, which shall determine what action shall be taken. Such action may include appropriate discipline of the harasser and continued separation. The grievor and the Union shall be informed of the decision within fifteen (15) working days of the meeting. Where the decision is that the allegations are not grounded, the representatives of the Executive Committee shall dismiss the grievance.
- 4.03.5** If the parties are to continue to be separated, the Employer shall ensure that the continuation of separation is arranged so that the grievor suffers no penalty or interference in her/his employment situation.
- 4.03.6** The parties may agree to use an external investigator, with expertise in the area of human rights and harassment cases, to investigate the grievance and make recommendations to the Employer, the cost of which shall be borne by the Employer. The investigator shall be selected by mutual agreement.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

The Employer agrees that all employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of this Agreement. All future employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of the Union.

5.02 New Employees

The Employer agrees to inform all new employees that a Union agreement is in effect and to provide a copy to the employee upon commencement of employment. In addition, the Employer shall inform each new employee of the name and telephone number of the Union Steward.

5.03 Union Dues

The Employer shall deduct from each salary payment to each employee amounts authorised from time to time by the Union as Union dues and/or assessments. The amount of such dues and/or assessments shall be certified to the Employer in writing by the Recording Secretary of the Union. Such dues and/or assessments, and a list of employees from whom the deductions were made, including their names, addresses, and telephone numbers, shall be forwarded to the Treasurer of the Union not later than the fifteenth of the month following the month in which the dues and/or assessments were deducted. It shall be the responsibility of the Union to provide the Employer with current contact information for all Executive officers.

5.04 No Contracting Out

The Employer agrees not to transfer or contract out any work or function covered by this Agreement, except as provided for in Article 3.

5.05 Affiliation/Merger/Insolvency/Decertification

In the event that the Employer ceases business or becomes insolvent, employees shall receive all monies owed to them under the terms of this Collective Agreement prior to the Employer considering any and all claims from any of its creditors.

5.06 Union Label

The CUPE Local 1281 Union Label shall be applied to any materials, including, but not limited to, posters, pamphlets, brochures, websites, etc. produced by members of the bargaining unit.

ARTICLE 6 - UNION REPRESENTATION

6.01.1 Sole Bargaining Agent

No employee or group of employees shall represent the Union in any meeting with the Employer without proper authorisation of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the Union's steward(s) with whom the Employer may transact business arising from this Agreement.

6.01.2 Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing to the Union Steward and to the President of CUPE 1281. Any notice which does not meet this requirement shall be deemed to be null and void.

6.01.3 The Union shall have the right, at any time, to have the assistance of representatives of the National Union in dealing or negotiating with the Employer. Upon prior notice, such representatives shall have access to the Employer's premises in order to assist in the processing of grievances as defined in Articles 4 and 7, provided such access shall be granted only in the presence of a representative of the Employer.

6.01.4 Time spent meeting with the Employer regarding any matter involved in the administration of this Agreement is deemed work time.

6.02 Labour-Management Committee

6.02.1 There shall be a Labour-Management Committee established, composed of two (2) voting representatives of the Union, and two (2) voting representatives of the Employer, one of whom shall be the Chair.

6.02.2 The Committee shall meet at the request of either party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. The Committee shall not discuss grievances or changes to the Collective Agreement. The time and place of meetings shall be at the convenience of both parties.

6.03 Bargaining Committee

6.03.1 Any representative of the Union on its Bargaining Committee who is employed by the Employer shall have the right to attend negotiating sessions held within working hours without loss of remuneration. Employees attending negotiating sessions outside their regular working hours shall be compensated in accordance with Article 21.01.2.

6.03.2 The Union and the Employer shall advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal and/or amendment of this Agreement.

6.03.3 Upon notice to bargain pursuant to Article 31.02, each member of the Union Bargaining Committee shall be entitled to three (3) days leave with pay to prepare for negotiations.

6.04 Technical Information

The Employer shall make available to the Union, upon request, information required by the Union, excluding the record of management sessions.

6.05 Right to Participate

Members of the bargaining unit may have voice, but no vote, in all discussions related to the Local's activities, including participation in Local Executive and Membership meetings. It is understood that such rights do not apply to management sessions.

6.06 Notice to the Union

Where notice or reply to the Union is required in the fulfillment of any clause of this Agreement, such notice shall be in writing to the appropriate steward, with a copy to the President of CUPE/SCFP Local 1281 at 25 Wood St, Suite 102, Toronto, ON, M4Y 2P9, and by email to president@cupe1281.ca, or any other address provided in writing by the Recording Secretary of the Local

ARTICLE 7 - GRIEVANCES

7.01 Definition

A grievance is defined as any difference between the employees or the Union and the Employer arising out of working conditions or concerning the meaning, application or administration of this Agreement, or any allegation that the Employer has acted in an inequitable manner, or has allowed an inequitable situation to arise and continue with respect to any matter covered by this Agreement, or any allegation that actions or situations attributable to the Employer, including those which this Agreement defines as being the Employer's right, involve a) discrimination on a specific ground foreseen in Article 4, b) a specified improper motive, or c) lack of due process.

7.02 Grievance Procedure

7.02.1 Grievances shall be dealt with in the following manner:

Step One: Where an employee believes s/he may have a grievance, s/he shall discuss the matter with the Chair within twenty (20) working days after s/he became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. The Chair shall reply within ten (10) working days after the matter is discussed with the grievor. If the meeting or reply is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two.

Where the grievor's immediate supervisor is the Chair, and where the potential grievance relates to misconduct committed by the immediate supervisor against the grievor, the grievor may choose to bypass Step One and file a grievance directly at Step Two.

Step Two: Where the decision of the Chair is not satisfactory, the grievance shall be submitted in writing to the Employer's Executive Committee within ten (10) working days. The Executive Committee shall meet and shall give its decision in writing to the grievor within ten (10) working days. If the decision is not satisfactory to the grievor or the Union, the grievance may proceed to Arbitration within ten (10) working days of the receipt of the decision.

- 7.02.2** If the Union, an employee, or a group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall not prejudice other grievances.
- 7.02.3** The time limits may be extended by mutual agreement.
- 7.02.4** Where no answer is given within the time limits specified herein, the grieving party shall be entitled to proceed to the next step of the Grievance Procedure.
- 7.02.5** The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the Union, and to seek adjustment with the Employer in the manner provided for in this Article. Such grievances may be initiated at Step Two.
- 7.03** **Group Grievance**
- A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two under Article 7.02.1.
- 7.04** **Policy Grievance**
- A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 7.02.1.
- 7.05** **Confidentiality**
- The Employer and the union recognise the principle of confidentiality and agree that the identity of any grievor(s), and the fact and substance of any grievance(s) shall only be discussed in in-camera management sessions of the Employer's Executive Committee, and shall be kept confidential except as required to conduct a proper investigation or obtain advice from legal counsel or the Employer's accountant.

ARTICLE 8 - ARBITRATION

- 8.01.1** Where the matter is referred to arbitration by either party, the Union and the Employer shall each appoint a representative within five (5) working days of notification of intent to proceed to arbitration.
- 8.01.2** Both representatives shall meet within five (5) working days of appointment for the purpose of selecting a single arbitrator.
- 8.01.3** Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- 8.01.4** Where the arbitrator does not accept the request to arbitrate, or where s/he is unable to set a hearing within the ninety days stipulated, the two representatives shall meet within five (5) working days of being so advised by the arbitrator, and shall select another arbitrator or, subject to the agreement of both parties, may extend the ninety-day period in order to accommodate the arbitrator.
- 8.01.5** Where the representatives are unable to agree upon a single arbitrator within five (5) working days of meeting for that purpose, or where two (2) arbitrators have been selected but declined or were unable to set a hearing within the ninety days specified, either party may request, in writing, to the President of the Ontario Federation of Labour that s/he appoint an arbitrator.
- 8.01.6** The parties shall jointly and equally bear the fees and expenses of the arbitrator.

8.02 Arbitrator Authority

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so or to make an award which has such effect. Notwithstanding the above, the Arbitrator shall have the power to interpret and apply the requirements of human rights and other employment-related statutes, despite any conflict between those requirements and the terms of this Agreement.

ARTICLE 9 - DISCIPLINE

9.01 Just Cause

The Employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

9.02 Progressive Discipline

9.02.1 The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognises that, prior to imposing discipline, an employee shall be given a reasonable opportunity to correct the situation complained of.

9.02.2 Failure to conform to the provisions of this article shall render the discipline, suspension or discharge null and void.

9.03 Confidentiality

The Employer and the Union agree that all correspondence and meetings relating to discipline shall be kept strictly confidential between the parties directly involved in the investigation and processing of the complaint.

9.04 Discipline Procedure

Subject to the provisions of Article 9.07:

9.04.1 Step One: Notice of Meeting

Prior to any consideration of discipline, the Chair, having received a complaint concerning an act, omission, or failure to conform to a required standard, including gender, sexual, racial or ethnic harassment, shall, within ten (10) working days of receiving the complaint, notify the employee and the Union in writing and schedule a meeting to be held within five (5) working days to discuss the subject matter of the complaint informally. The Notice of Meeting shall include a clear statement of the allegations which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the employee of her/his right to Union representation at the meeting. If the Employer decides the complaint is without grounds, or decides not to pursue the matter, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

9.04.2 Step Two: Letter of Warning

If the complaint is not abandoned, or otherwise resolved as a result of the meeting referred to in 9.04.1, or where the employee waives explicitly, or implicitly by not attending, her/his opportunity for such meeting, the Employer may, within ten (10) working days of the meeting, send the employee a Letter of Warning. Where a Letter of Warning is sent to an employee, the Union shall receive a copy. The Letter of Warning shall state that discipline may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring her/his work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the employee

reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning that did not appear in the Notice of Meeting issued under 9.04.1.

9.04.3 Step Three: Discipline Meeting

Prior to imposing discipline, and within ten (10) working days of becoming aware of the circumstances which, in its opinion, provide *prima facie* grounds for discipline, the Employer shall notify the employee and the Union in writing of the time and place of a meeting to discuss the matter. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations, and shall inform the employee that s/he is entitled to Union representation at the meeting.

9.05 Notification of Action

The Employer shall:

- (i) within ten (10) working days of such meeting advise the employee and the Union, in writing, of its decision, and shall include the reasons for such decision if discipline is to be imposed;
- (ii) where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for five (5) working days on request from the Union and/or the employee.

9.06 Notwithstanding 9.02, 9.04.1 and 9.04.2, it is understood that the Employer reserves the right, in extreme situations, to discipline an employee for just cause without having first issued a Letter of Warning (9.04.2), subject to Articles 7 and 8, 9.04.3, and 9.05.

9.07 It is agreed that the Employer has the right in extreme situations to suspend an employee during the period of its consideration of the matter, including the delay in 9.05 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

9.08 Disciplinary Files

9.08.1 Both parties agree that an employee's service file may contain entries of a disciplinary nature and that such files may be used in any directly related grievance and arbitration, subject to Article 9.08.2.

9.08.2 The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee after a period of twelve (12) months following such an action, unless another directly related disciplinary action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an employee for a further twelve (12) months following the subsequent disciplinary action. Any time during which an employee is on total layoff shall not be regarded as part of the twelve-month period(s) specified above.

- 9.08.3** Failure to grieve previous discipline, suspension or discharge, or to pursue a grievance to arbitration, shall not be considered to be an admission that such discipline, suspension or discharge was for just cause.
- 9.09** The Employer agrees that an employee shall not be disciplined solely for failure to perform her/his duties because s/he is arrested and/or incarcerated provided that the employee notifies her/his Supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. The Employer, however, reserves the right to discipline an employee for just cause for failure to perform her/his duties for other reasons than arrest and/or incarceration or for activities which may have been related to or coincident with the arrest and/or incarceration. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this Article.
- 9.10** **Picket Lines**
- 9.10.1** The employees covered by this Agreement shall have the right to refuse to cross picket lines that interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal.
- 9.10.2** Notwithstanding the foregoing, the Employer may arrange for an alternate work location to which access is not impeded by the picket line. Employees shall be required to report to such a location upon twenty-four (24) hours' notice.
- 9.11** Any of the time allowances set out in this Article may be extended if mutually agreed to in writing by the Employer and the Union. Such agreement shall not be unreasonably withheld by either Party.
- 9.12** **Grievances Over Discipline**
- Grievances alleging a violation or violations of this Article shall be initiated at Step Two. All such grievances shall be initiated within ten (10) working days of the date of the letter provided for in 9.04.1, 9.04.2, or 9.05, or, in the absence of such a letter, as provided for in Article 7.02.1.
- 9.13** In any grievance concerning discipline which proceeds to arbitration, the Arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever other action is justified and equitable in the circumstances. An employee who is found to have been unjustly suspended or discharged shall be immediately reinstated to her/his former position without loss of seniority and shall be compensated for all lost earnings and benefits, and all records of disciplinary action shall be removed from her/his employment file.
- 9.14** **Vexatious Charges**
- Where it is established at any stage of the disciplinary procedure that disciplinary

charges against an employee have been laid in a vexatious or discriminatory manner, the Employer shall take any and all actions as may be necessary to prevent repetition of such charges or a negative working environment for the employee.

ARTICLE 10 - POSTINGS

10.01 Notices

10.01.1 Notice of a vacancy shall be posted when the Employer decides to fill an existing position that has become vacant or a new position that has been created. Notice shall be posted within seven (7) calendar days of the Employer's decision in the Employer's workplace for a period of at least five (5) working days. Copies of all notices shall be sent by mail to employees on total layoff and to the Union. Notices to employees who reside outside the Toronto area shall be sent by registered mail.

10.01.2 Notices shall contain the classification, qualifications, location(s), duties, hours of work, salary rate, date of commencement of employment, the date of the notice, and the method of making application.

10.02 When the Employer increases the working hours of a position by more than one and one-half (1 1/2) days per week cumulatively from the time of the last posting or such that the position is converted from part-time to full-time, it shall be considered a new position and posted in accordance with 10.01.

10.03 No vacancy shall be filled until employees on total layoff have had ten (10) working days from receipt of the posting to apply.

10.04 Short-term Relief

Where additional hours become available as a result of a position becoming temporarily vacant as a result of sickness, leaves, or resignation, the Employer shall make every effort to offer the available hours, on the basis of seniority, to part-time employees and employees on layoff who have the ability to perform the requirements of the position. Where no part-time employee or employee on layoff has the ability or where no employee with the ability accepts the offer, Article 3.03.1 shall apply.

ARTICLE 11 - APPOINTMENTS

11.01 Appointment by Seniority

11.01.1 In filling vacancies or new positions pursuant to a notice of vacancy posted under Article 10.01, appointments shall be made of the applicant with the greatest seniority, subject, in the case of an employee applying for a position in a job

classification in which s/he has not worked before, to that employee having the competence and ability to learn and perform the duties of the position after three (3) months of training, evaluations, orientation, and full information regarding the requirements of the position.

11.01.2 Where an employee is appointed to a position in a job classification in which s/he has not worked before, and where after three (3) months of training, evaluation, orientation and full information regarding the requirements of the position, the employee has failed to learn and perform the duties of the position, the employee may elect to return to the position s/he held previous to her/his being appointed to the current position.

11.01.3 Where an employee on total layoff is appointed to a position in a job classification in which s/he has not worked before, and where after three (3) months of training, evaluation, orientation, and full information regarding the requirements of the position, the employee has failed to learn and perform the duties of the position, the employee shall be laid off in accordance with Article 12.01; notwithstanding Article 12.02, such an employee shall not have the right to “bump” anyone in the job classification into which s/he was appointed and from which s/he is being laid off.

11.01.4 An employee on layoff who elects not to apply for a position other than the position from which s/he was laid off, shall not be deemed to have forfeited any other right accorded to her/him by this Collective Agreement.

11.02 Appointment Letter

Normally within fifteen (15) working days following the Employer’s decision to hire, the successful candidate will be provided with a written offer of appointment, copied to the Union, setting out the position title and workplace location, commencement date, hours of work, entitlement to expense allowances, benefit information, name and phone number of the Union Steward and a copy of this Collective Agreement.

11.03 Union Observer

11.03.1 The Union shall be entitled to one (1) observer, with speaking rights solely around issues concerning the Collective Agreement, at all meetings and interviews conducted by the Employer regarding the filling of all vacant positions. The Union shall be notified at least five (5) working days in advance of all such meetings or interviews. Failure to conform to the provisions of this Article shall render the meeting or interview null and void and the matter shall be reconvened and proceed in accordance with this Article, unless the Employer and the Union agree on some other remedy.

11.03.2 Nothing in this Article impinges on the Employer's right to request opinions of the Union observer on matters not relevant to the Collective Agreement, nor on the Union observer's right to refuse to comply with such requests.

11.04 Union Notification

The Union shall be notified in writing of all hirings, transfers, promotions, demotions, layoffs, recalls and terminations of employment within five (5) working days of notification to the employee(s) affected.

11.05 Outside Hiring

No new employees may be hired until present employees and employees on total layoff have had ten (10) working days from receipt of the posting to apply.

11.06 Membership Training and Educationals

Staff may be required to conduct training and educationals for the membership of CUPE 3902. The Employer may, at the Employer's discretion, use the educational resources of the Canadian Union of Public Employees or any other body with which CUPE 3902 is affiliated. Where the Employer intends to hire outside instructors and/or facilitators for members' training, the Union shall be informed in writing, including the reasons.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 Layoff

12.01.1 When the Employer decides that circumstances require a reduction of personnel or hours of work (within any job classification), layoff shall be on the basis of reverse seniority within the bargaining unit.

12.01.2 Layoff Notice

Employees being laid off shall be notified in writing by the Chair at least eight (8) weeks in advance of the date of the layoff. Such notice shall include a date of recall, if possible. If the employee does not have the opportunity to work her/his regular hours for eight (8) weeks after notice of layoff, s/he shall be paid for that part in which work is not available.

12.01.3 In the event of a layoff notice, the Employer shall meet with the Union steward to discuss how to obtain such employment as is possible for the employee(s) facing layoff.

12.01.4 An employee who has received notice of partial layoff shall have the right to opt for total layoff and shall receive severance pay as per Article 23.02.

12.02 Termination

12.02.1 An employee on layoff may opt for termination, in which case s/he shall receive

severance pay in accordance with Article 23.02.

12.02.2 An employee on total layoff without recall or notice of recall shall be deemed terminated after twenty-four (24) months, and shall receive severance pay in accordance with Article 23.02.

12.02.3 An employee whose employment is terminated forfeits all rights under this Collective Agreement, including seniority, recall, and any and all benefits.

12.03 Benefits During Layoff

The Employer agrees to pay the full coverage to the group insurance plans for employees during the first four (4) months of a total layoff. After the first four (4) months of a total layoff, employees so affected shall have the option of continuing this coverage through direct payment.

12.04 Layoff Grievances

Grievances concerning layoffs shall be initiated at Step Two of the Grievance Procedure.

12.05 Seniority during Layoff

Seniority shall continue to accumulate during total layoff (14.02). Employees on total layoff shall retain seniority in the bargaining unit (14.03).

12.06 Recall

12.06.1 Where a vacancy occurs in any position following a reduction of personnel as a result of which an employee has been laid off, and where that employee retains seniority in accordance with Article 14, the employee so affected will be offered the opportunity to fill the vacant position, subject to the conditions set forth in Article 11.01.1. Recall shall be on the basis of seniority as set forth in Article 11.01.1.

12.06.2 Employees being recalled shall be notified in writing, by registered mail, at least one (1) month in advance of the date of the recall. If the employee fails to notify the Employer, in writing, of her/his intention to return to work within ten (10) working days of receiving the recall notice, s/he shall forfeit her/his seniority rights. It shall be the responsibility of the employee to keep the Employer informed of her/his current address.

ARTICLE 13 - PROBATION

13.01 Probation

13.01.1 Newly hired employees shall be considered to be on probation for six (6) months

from the commencement date of employment.

13.01.2 During the probationary period, employees shall enjoy the rights and privileges of this Agreement, except with respect to discharge, where Article 13.02 will apply. Probationary employees shall be given orientation, training, and full information regarding the requirements of the position, and shall be evaluated in accordance with Article 15.

13.02 Probationary Discharge

Probationary employees may be discharged for just cause at any time during the probationary period. A grievance may be filed where the Union claims a violation of this Article or Article 4 with respect to discharge. Probationary employees and the Union shall be given one (1) week's written notice of the Employer's intention to discharge such an employee.

ARTICLE 14 - SENIORITY

14.01 Accumulation of Seniority

Seniority shall accumulate on the basis of length of service with the Employer effective from the first day of employment.

14.02 Retention of Seniority

Seniority shall continue to accumulate during absence from work resulting from sick leave, total layoff, holidays, vacations, and leaves of absence granted under Article 19.

14.03 Loss of Seniority

Seniority shall be lost when an employee resigns; is discharged for just cause, and is not reinstated through the grievance procedure; is absent from work in excess of ten (10) consecutive working days without notifying the Employer, unless such notice was not reasonably possible; fails to notify the Employer of her/his intention to return to work within ten (10) working days following receipt of recall notice; or when an employee's employment is terminated after total or partial layoff in accordance with Article 12.02 (Termination).

14.04 Seniority List

The Employer shall maintain a seniority list showing the classifications and the date upon which service commenced. An up-to-date seniority list shall be sent to the Union and posted on a bulletin board in the Employer's office(s) by January 31 of each year.

14.05 Operation of Seniority

Seniority shall operate on a bargaining unit-wide basis and shall determine preference and priority for appointments to vacant and new positions in accordance with Articles 3 and 11, layoff and recall in accordance with Article 12, vacation scheduling in accordance with Article 17, and any other right or benefit to which seniority applies in this Agreement.

14.06 Department Lead Hands

The employee with the most seniority in each Department (the Servicing and Administration Departments outlined in the Definitions) shall hold the position of Department Lead Hand. The Department Lead Hand shall be responsible, in consultation with the Chair, for the direction of work and the setting of priorities in each Department.

ARTICLE 15 - EMPLOYEE EVALUATIONS AND RECORDS

15.01 Evaluations

15.01.1 The Parties agree that the primary purpose of performance evaluations is to assist the employee in improving her/his performance in carrying out the duties as set out in the job description, taken as a whole.

15.01.2 The Employer shall evaluate employees following a) a three-month interval, a six-month interval, and a one-year interval from the commencement of employment; or b) a three-month interval from the commencement of duties in a new job classification.

15.01.3 After the one-year period referred to in 15.01, the Employer may initiate, or the employee may request, an annual performance appraisal. No other evaluation or appraisal shall take place except in accordance with this Article.

15.01.4 The Employer may evaluate an employee with respect to any aspect of the job for which the Employer has, subsequent to the probationary period, provided additional training. There shall be no more than one (1) such evaluation per special training period.

15.01.5 An employee may request from the Employer an evaluation of her/his performance of a particular skill for which s/he has received training outside the Employer's resources. There shall be no more than one (1) such evaluation per special training period.

15.02 All evaluations and appraisals shall include a meeting between the Employee and the Chair, and where applicable, the Employee's immediate supervisor. The results of the evaluation or appraisal shall be provided, within one (1) week of the meeting, to the employee in writing, with receipt acknowledged by the Employee's signature. The employee shall have the right to comment in writing. Such comments shall be appended to the evaluation, which shall be placed in

the employee's personnel file.

15.03 Personnel Files

15.03.1 The official personnel file for each employee shall be maintained at the office of the Employer and shall be available to the employee for inspection at any reasonable time upon prior notice. The Employer shall provide copies of requested documents to the employee within a reasonable period of time following receipt of the request.

15.03.2 The personnel file of an employee, or former employee, shall not be shared in any manner with any other employer or agency without the prior written consent of the employee concerned, except as required by law.

ARTICLE 16 - HOLIDAYS

16.01 Statutory Holidays

16.01.1 All employees shall be given the following paid holidays: Christmas Eve, Christmas Day, an employee's normally scheduled hours between Christmas and New Year's Day, New Year's Day, Family Day, Good Friday, Easter Monday, May Day, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, and such others as are proclaimed by the federal, provincial or municipal governments.

16.01.2 Part-time employees shall be paid twenty (20) per cent of their average weekly earnings for the four (4) weeks preceding the holiday, exclusive of overtime, or four (4) hours, whichever is greater.

16.02 Substitution

When a holiday or holidays as defined in Article 16.01 falls on a day which is not a regular working day, the first regular working day thereafter shall be considered the holiday. If an employee is required to work that day, s/he shall be compensated at the rate of two and one half (2 1/2) times her/his regular salary.

16.03 Alternate Holidays

The Employer recognises that an employee may, for religious reasons, wish to observe holidays in the place of those listed in Article 16.01. In such cases, and subject to advance written notice, the employee shall be entitled to observe such alternate holidays.

ARTICLE 17 - VACATIONS

17.01 Entitlement

- 17.01.1** Full-time employees shall be entitled to an annual vacation with pay on the following basis:
- (i) up to three (3) years of continuous employment, three (3) weeks;
 - (ii) after three (3) years of continuous employment, four (4) weeks;
 - (iii) after five (5) years of continuous employment, five (5) weeks;
 - (iv) after seven (7) years of continuous employment, six (6) weeks.
- 17.01.2** Part-time employees shall be entitled to the above annual vacations paid on the basis of the employee's regular weekly hours of work during the three (3) months of employment prior to the commencement of the vacation. Employees on partial layoff shall be entitled to the above annual vacations paid on the basis of their average weekly hours of work during the twelve (12) months of employment prior to the commencement of the vacation.
- 17.01.3** Vacation entitlement must be taken within eighteen (18) months of the end of the year for which the entitlement arose. Employees may waive actual vacation in excess of two (2) weeks, taking only vacation pay owed. Vacation leave may be taken in advance of entitlement with the approval of the Employer.
- 17.02** **Scheduling**
- 17.02.1** All requests for vacation schedules shall be made in writing to the Chair, indicating the dates being requested, and signed, where the Chair is not the immediate supervisor, by the employee's immediate supervisor indicating her/his approval.
- 17.02.2** Vacation schedules shall be granted on the basis of seniority. They shall be mutually agreed to not more than one (1) month after the request is submitted. Vacations shall not be scheduled more than six (6) months in advance.
- 17.02.3** An employee shall be entitled to receive her/his vacation for the current year in consecutive weeks. An employee may not take more than three (3) consecutive weeks' vacation in any year without the agreement of the Employer. In special circumstances, such agreement shall not be unreasonably withheld.
- 17.03** **Leaves During Vacation**
- Sick or bereavement leave will be substituted for vacation where it can be medically certified that an illness or accident occurred while on vacation or where leave would normally be granted pursuant to the provisions of Article 19.07.
- 17.04** **Holidays During Vacation**
- When a holiday falls within an employee's vacation period, her/his vacation shall be extended by one (1) day either at the beginning or end of the vacation period, at the employee's choice.

ARTICLE 18 - SICK LEAVE

18.01 Definition

Sick leave is the period of time an employee is absent from work with full pay and benefits by virtue of being sick or disabled, engaged in preventative medical care (Article 19.09), exposed to a contagious disease or under compulsory quarantine, under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

18.02 Sick leave with full pay shall be granted to each employee for any illness or incapacity up to seventeen (17) weeks. At the end of this period, benefits from the Long Term Disability Plan will commence.

18.03 Certificate of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that s/he was unable to carry out her/his duties. The cost of a medical certificate requested by the Employer shall not be borne by the employee.

ARTICLE 19 - LEAVES

19.01 Requests

19.01.1 Where written request is required, it shall be made to the Employer, indicating the time(s) and date(s) being requested. No request for leave shall be denied solely because the employee did not submit her/his request in time.

19.01.2 Employees may use accrued overtime in lieu of the leave provisions described in Articles 19.02.2, 19.12, and 19.13.

19.02 Union Business

19.02.1 Upon written request at least five (5) working days in advance, employees shall be entitled to up to five (5) days leave with pay in order to process CUPE 1281 grievances not under this Collective Agreement. It is agreed that further leave without pay shall not be unreasonably withheld.

19.02.2 Upon written request at least five (5) working days in advance, an employee nominated to serve on an arbitration board or as an arbitrator shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of three (3) days per employee per year.

19.03 Union Meetings and Conventions

19.03.1 Upon written request at least five (5) working days in advance, leave with pay up to a maximum of five (5) working days shall be granted to employees representing the Union at CUPE Conventions or Meetings. Leave with pay up to a maximum of four (4) working days in a twelve-month period shall be granted for attendance at CUPE 1281 Meetings.

19.03.2 Upon written request at least five (5) working days in advance, leave without pay shall be granted to employees chosen to represent the Union at any authorised Labour Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary travelling time. Such leave shall not exceed a total of fifteen (15) working days in the bargaining unit. Leave of absence without pay in excess of the fifteen (15) working days noted above may be granted upon written request.

19.04 Public Office Leave

Upon written request at least six (6) weeks in advance, an employee who is elected or appointed to a full-time position with the Union or any body with which the Union is affiliated, or who is elected or appointed to public office, shall be granted a leave of absence without pay for the term of the office. An employee granted such a leave of absence must give the Employer sixty (60) days written notice of intention to return.

19.05 Jury Leave

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between her/his normal earnings and benefits and the payment s/he receives for jury service or court witness, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of the pay received.

19.06 Penitentiary Leave

Employees shall be entitled to up to one (1) month leave without loss of salary or benefits for a period of time spent in a Canadian jail as a result of reasonable actions by an employee undertaken with the purpose of implementing the directions of the Executive Committee, Chair, or the employee's immediate supervisor. Should such an incarceration extend for more than one month, the Employer shall grant the employee leave without pay for the remainder of the incarceration. The Employer shall pay all fines levied on employees by criminal courts as a result of such actions by the employee. It is agreed that employees have the right to refuse to undertake any action which the employee reasonably expects could result in a fine or incarceration.

19.07 Bereavement Leave

Upon request, an employee shall be granted reasonable leave with pay upon the death of a relative, spouse, or close associate. Such leave shall be up to two (2)

weeks, at the employee's request. Request for additional leave without pay shall not be unreasonably withheld.

19.08 Compassionate Leave

Upon request, an employee shall be granted leave with pay of up to two (2) calendar weeks to attend to an ill relative, spouse or close associate, at the employee's request. Where the illness is diagnosed as life-threatening or terminal, an additional four (4) weeks of leave shall be granted. For the first two weeks of this additional leave, the Employer agrees to top up E.I. benefits to 100%, or if the Employee does not qualify for E.I., to pay the employee the difference between what he/she would have received from E.I. and full salary. Request for additional leave without pay shall not be unreasonably withheld.

19.09 Preventive Medical Care Leave

Employees shall be entitled to engage in personal preventive medical and dental care as part of the Sick Leave provisions of Article 18.01 herein. Pregnant employees shall be entitled to an additional three (3) days. On request, employees may be required to show proof of medical or dental care for the duration of their absence from work.

19.10 Maternity, Parental and Adoption Leave

19.10.1 Right to Continue Working

A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

19.10.2 Leave of Absence

Normally only after at least three (3) months of employment and upon written request at least one (1) month in advance, a leave of absence of up to one (1) year shall be granted for maternity, parental or adoption leave. In the case of maternity leave, such leave may be taken at any time within the period six (6) months before and twelve (12) months after the birth of the child. In the case of parental (where the spouse of an employee gives birth) or adoption leave, such leave shall commence on the date of birth or adoption.

19.10.3 Supplementary Benefits Plan

Payments to supplement benefits made through Employment Insurance (EI), or made in lieu of EI benefits in cases where the Employee does not qualify for EI, shall be made in accordance with Appendix 3. It is agreed that if the relevant legislation is changed, the Employer will take all necessary steps, including registration of the plan if required, to ensure that the benefits outlined in Appendix 3 are maintained.

19.11 Personal Leave

Employees shall be entitled to up to three (3) personal leave days.

19.12 Emergency Leave

In the event of a *bona fide* emergency not covered elsewhere in Articles 18 or 19, leaves without pay of up to three (3) days per year shall be granted upon verbal or written request. The Employer agrees that approval will not be denied solely because the employee was unable to make a written request before beginning the leave, provided that s/he does so as soon as practicable.

19.13 General Leave

The Employer may grant, in writing, leave of absence without pay of up to one (1) year to any employee, upon written request at least eight (8) weeks in advance. Permission to take such a leave may not be unreasonably withheld. An employee granted such a leave of absence must give the Employer three (3) months written notice of intention to return.

19.14 Return from Leave

Employees returning from leave pursuant to Articles 18 or 19 shall be returned to their former positions, or if the former position no longer exists, shall be returned on terms no less favourable than those enjoyed previous to such leave, at the prevailing rate of pay and with all rights and privileges and benefits as then current in the Collective Agreement.

ARTICLE 20 - PAYMENT OF WAGES

20.01 Pay-days

20.01.1 The Employer shall pay salaries and wages biweekly in accordance with Appendix 1. Each employee shall receive with their pay an itemised statement of the salary and deductions for the pay period and year to date figures. Such payment may be made by direct deposit or by cheque.

20.01.2 Employees may, upon written request, receive on the last day preceding the commencement of their annual vacation all wages which may fall due during the period of their vacation.

20.02 Pro-rata Pay

Part-time employees shall receive the wage rate, on a pro-rata basis according to their hours of work. For the purposes of this clause, pro-rata wages will be calculated on the basis of a 35-hour working week. Benefits for all employees shall be paid in full by the Employer.

20.03 Temporary Replacement Pay

When an employee temporarily performs the duties of a higher-paying position, s/he shall receive the rate for that classification. When an employee is temporarily assigned to a position paying a lower rate, her/his rate shall not be reduced.

20.04 Inclement Weather

In the event of an employee being unavoidably detained due to inclement weather while on the Employer's business, the Employer agrees to continue payment of all wages and benefits for that period.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

21.01 Hours of Work

21.01.1 An employee is responsible to the Employer for the number of hours for which s/he is hired, to a maximum appointment of a thirty-five (35) hour week. This clause does not apply to employees appointed to a salaried position.

21.01.2 An employee engaged in any of the following duties shall be deemed to be fulfilling the duties of her/his job description:

- (i) attending at and participating in CUPE National Educational Schools held outside an employee's regular working hours (Article 11.06);
- (ii) performing Union business (Article 6.01.4, 6.02, 6.03, 11.03, 19.03);
- (iii) travel time (Article 22.01);
- (iv) attendance at any convention, conference or meeting of the Employer, any union or other organisation with which the Employer is affiliated, or any other meeting, proceeding, or function which an employee is directed to attend (Article 22.05);
- (v) additional training held outside an employee's regular working hours (Article 27.02).

21.01.3 In order to efficiently carry out the provisions of this Agreement, each employee shall report on a regular basis to her/his immediate supervisor indicating the number of days absent from work due to sickness, vacation, etc., and the number of hours of overtime worked during the reporting period. Employees appointed to salaried positions shall maintain a record of all sick time, vacation time, leaves, etc., and any professional development activities. A copy of these records shall be provided to the executive committee once per academic term (counting summer as a single term), by February 1, June 1, and October 1. For the purposes of budgeting and planning, the executive committee may instruct the staff to include a general breakdown of time-duty allotment in these records.

21.02 Overtime

21.02.1 Overtime shall be worked on a voluntary basis with the prior approval of the employee's immediate supervisor. The employee's agreement to work overtime

may not unreasonably be withheld.

- 21.02.2** Overtime shall be compensated for employees who have worked in excess of their regular hours in a given week as follows: i) at hours equal to the number of hours worked in excess of their regular hours up to nine (9) hours; ii) at hours equal to one and one-half (1 1/2) the number of hours worked in excess of their regular hours greater than nine (9) hours but not greater than fifteen (15) hours, and iii) at hours equal to double the number of hours worked in excess of their regular hours worked greater than fifteen (15) hours.
- 21.02.3** Compensation for overtime shall be, by mutual agreement, either time off in lieu of overtime pay or overtime pay. In the event that mutual agreement regarding compensation cannot be reached, the Chair shall have the right to direct the employee to take such time off.
- 21.02.4** For the purposes of this clause, a "week" commences at 12:01 a.m. on Monday and ends at midnight Sunday.
- 21.02.5** Permission to take time off in lieu of overtime pay shall not be unreasonably withheld.

ARTICLE 22 - EMPLOYMENT EXPENSES

22.01 Travel Expenses

- 22.01.1** Where an employee's duties require travel to a location other than, or in addition to, her/his normal work location, the Employer shall pay mileage at the rate of fifty-five (55) cents per kilometre from the employee's normal place of employment to the other location and back, or from the employee's home to the other location and back, whichever is the lesser. Where an employee elects to use public transportation for such travel, the Employer shall pay costs as verified by receipt. For trips to conferences, conventions, or meetings where the cost of discount airfare is cheaper than driving, but to which the employee chooses to drive, the employee shall be reimbursed up to the price of the discount airfare. Travel time shall be considered work time, and shall be compensated for in accordance with Article 21.01.2.
- 22.01.2** Where an employee's duties require travel to a location other than, or in addition to, her/his normal work location, the Employer shall pay reasonable accommodation costs verified by receipt when it is unreasonable to expect an employee to return home. The employee shall attempt to locate reasonable accommodations that do not exceed the average costs of such lodgings within the area.
- 22.01.3** A *per diem* of \$50.00 for meals and incidental expenses shall be provided where the event is located within the City of Toronto. A *per diem* of \$75.00 shall be provided where the event is located outside the City of Toronto. Where an

employee's duties require work in the United States of America, the *per diem* shall be the same dollar figure in US dollars (i.e., \$75.00US). Reasonable expenses in excess of this amount shall be paid upon presentation of receipts.

22.01.4 All parking costs incurred by employees in the performance of their duties shall be reimbursed by the Employer.

22.01.5 Employees will make a reasonable effort to submit expense claims within thirty (30) days of the date the expense is incurred and the Employer will make a reasonable effort to pay the claim within two (2) weeks after receipt of the claim.

22.02 Evening Work

Where an employee is directed to work in the evening, i.e., after 7 p.m., after having worked at least six (6) hours during the same day, a dinner allowance not to exceed \$20.00, subject to verification by receipt, shall be provided by the Employer. If such evening work is not concluded prior to 10 p.m., the employer shall also provide, subject to verification by receipt, taxi service to the employee's home or to another site of his/her choice, the cost of which does not exceed the former.

22.03 Professional Development

22.03.1 Each employee shall be entitled to up to five (5) days leave with pay per contract year to attend courses of instruction, conferences, seminars and/or workshops that will assist the employee in the performance of her/his current position or will better qualify the employee for another position in the bargaining unit. Unused professional development leave days may be carried forward (up to a maximum of ten (10) days).

22.03.2 It is agreed that any employee may use time off in lieu of overtime pay (Article 21.02.3) or vacation days (Article 17) in addition to the paid leave taken in accordance with this Article, for the purpose of professional development.

22.03.3 The Employer shall pay up to \$1,500 per contract year per employee towards the cost of attending the course, conference, seminar or workshop. Any unused funds shall accumulate from year to year (up to a maximum of \$7,000) and may be used by an employee for any educational endeavour of that employee according to the criteria outlined in Article 22.03.1. When expenses exceed \$100.00, the Employer shall make advance and direct payment. Otherwise, the Employee shall be reimbursed by the Employer upon submission of receipts. Any unused funds accumulated under this subarticle shall have no cash value upon the termination of the Employee's employment for any reason and shall not be disbursed to or on behalf of the Employee after the Employee's last date of active employment.

22.04 Working Equipment

The Employer is responsible for providing and maintaining, when necessary and

at no cost to the employee, any equipment required for the performance of the employee's duties.

22.05 Conventions, Conferences and Meetings

22.05.1 Where an employee is required to attend a convention, conference or meeting, the Employer shall provide transportation, accommodation and meals for the employee on the same basis as delegates to the convention, conference, or meeting. Notwithstanding the above, employees shall not be required to share accommodation at a convention, conference, or meeting. Where such arrangements are not available, Article 22.01 of this Agreement shall apply.

22.05.2 A Staff Representative shall have the right to attend any conventions, conferences and meetings to which the Local sends representation at the Employer's expense. In the instance where multiple Staff Representatives cannot agree as to who will attend a certain convention, conference or meeting, the Chair will make the final decision.

22.05.3 The employee in attendance as member of a delegation shall carry out his/her duties at delegated conventions solely at the direction of the executive committee as transmitted to him/her by the local Chair or designated authority. Since staff attend delegated conventions in order to represent the views and political positions of the Local, statements made at convention should reflect a political position previously agreed upon by all delegates at any such convention.

22.05.4 Other salaried employees shall have the right to attend, at the employee's election, at least one convention, conference or meeting at the Employer's expense.

ARTICLE 23 - VACATION AND SEVERANCE PAY

23.01 Vacation Pay

23.01.1 At the time of total layoff, termination or resignation, an employee shall be entitled to, subject to Article 23.02, vacation pay calculated as a percentage of annual earned income corresponding to vacation time owed under the provisions of Article 17.01.1.

23.01.2 Such vacation pay shall be reduced by the amount of wages paid to the employee while taking her/his current year's vacation entitlement.

23.02 Severance Pay

23.02.1 An employee whose employment is terminated through a total layoff shall receive severance pay from the employer in the amount of three (3) month's pay (calculated on the basis of the employee's highest six-month salary) for every year of completed service (and pro-rated accordingly for remaining service) to a

maximum of twenty-four months of severance pay.

23.02.2 In the event of a partial lay-off, the employee shall receive severance pay from the employer on a pro-rated basis as per Article 23.02.1.

23.02.3 Should the employee be terminated or otherwise suffer a loss of employment as a result of an employer-driven action or inaction resulting in the cessation of the business of the employer, the merger, affiliation or transfer of the employer's operation to another labour body, or the insolvency or de-certification of the employer, the employee is entitled to severance pay under Article 23.02.1. It is understood that an employee shall not be entitled to severance pay should the employee be hired by any successor to the employer provided that the employee's employment is not disrupted and that her or his wages and benefits are not reduced.

ARTICLE 24 - BENEFITS

24.01 Provincial Health Insurance

The Employer shall pay for all employees, their spouses and dependants, the premium required to be insured under the provincial health insurance plan, as set out in the *Health Insurance Act*, or any relevant successor Act.

24.02 Group Benefits Plan

24.02.1 The Employer shall pay the premiums for all employees, their spouses and eligible dependants, for the Group Benefits plan available to the Employer through the Canadian Union of Public Employees or, with mutual agreement of the parties, an equivalent plan. Employees, their spouses, and eligible dependants must comply with all requirements set forth by the insurer in order to receive benefits.

24.02.2 The Union acknowledges that the Employer has no control over the terms of the Group Benefits Plan available to the Employer from the Canadian Union of Public Employees or such other plan as is in effect as per Article 24.02.1. Should any benefit available under the plan be reduced during the term of this Agreement, the Employer shall endeavour to minimise the effect of such a reduction in consultation with the Labour-Management Committee.

24.03 Retirement Savings Plan

The employer shall contribute, on behalf of the employee, either to a personal RRSP, group RRSP, or the CUPE Pension Plan. Payments shall be remitted directly to the employee's account.

If the employee opts into an RRSP, the contribution rate shall be:
13%

If the employee opts into an RRSP and the contributions are pensionable and

insurable, then the Employer shall bear the costs of the employee portion of deductions.

If the employee opts into the CUPE Pension Plan, the employer will contribute the determined employer contribution and the employee will contribute the employee's determined premium.

It is understood that no employee shall opt into the CUPE Pension Plan until the employer paid contribution matches the determined premium of the "CUPE Pension Plan".

24.04 Multi-Sector Pension Plan

24.04.01 Each employee shall have the option to enroll in the Multi-Sector Pension Plan (MSPP), as outlined in Appendix 4 herein.

24.04.02 It is agreed that if an employee chooses to enroll in the MSPP, they shall forfeit their right to join the CUPE Pension Plan as outlined in 24.03. It is further agreed that if an employee chooses to enroll in the MSPP they shall maintain the right to the RRSP Contribution outlined in 24.03, but at a reduced employer contribution rate of 3.25%.

24.05 Premium Reduction

If the premium paid by the Employer at the effective date of this Agreement for any employee benefit is reduced as a result of legislative or other action, fifty per cent (50%) of the saving shall be used to increase other benefits available to the employees.

24.06 Wellness Programme

Each salaried employee shall be entitled to join a local health club (e.g., Hart House, Jewish Community Centre, YMCA) or participate in other fitness/wellness programmes and present receipts for reimbursement to a yearly maximum of \$700.00 per salaried employee.

24.07 Transit/Parking

Each employee who travels to work by TTC shall be entitled to have the cost of monthly transit pass paid by the Employer. Each employee who travels to work by car shall be entitled to have the cost of a monthly parking permit reimbursed, so long as the amount does not exceed that of a monthly transit pass. Each employee who travels to work using another form of transit (such as GO Transit or Greyhound) shall be entitled to have the costs reimbursed, to a maximum each month equal to the cost of a monthly TTC Metropass.

24.08 Dependency Care

Upon presentation of official receipts, each employee who is the caregiver to dependent children or elderly/disabled family members shall be reimbursed to a maximum of \$1200.00, per dependent, per benefit year to offset the costs of such care, to an annual maximum of \$3000.

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Employer shall make all reasonable provisions for the health and safety of employees during working hours, and the Union may bring to the attention of the Employer any suggestions in this regard.

25.02 Computer Stations

25.02.1 Pregnant employees shall have the right to refuse to work at computer stations with video display monitors that emit radiation.

25.02.2 The Employer shall ensure that emission levels from VDT equipment do not exceed those provided by current Ontario government standards and shall ensure that other computer station equipment adequately provides for the comfort and health of the employee.

ARTICLE 26 - JOB DESCRIPTIONS

26.01 No Changes

Job descriptions are set out in Appendix 2. They shall not be changed, nor shall new duties be added to an employee's job without the agreement of the Union.

26.02 New Positions

Where the Employer wishes to create a new bargaining unit position not covered by Appendix 2 during the term of this Agreement, the job description shall be subject to negotiation between the Employer and the Union. Should the parties be unable to reach agreement, the job description may be submitted to Arbitration in accordance with Article 8.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 No Dismissal

No employee shall be dismissed or suffer any other reduction in her/his hours of work because of mechanisation or technological changes. An employee who is

displaced from her/his position by virtue of technological change or improvements shall suffer no reduction in normal earnings and shall be given the opportunity to fill other vacancies according to seniority, subject to the conditions set forth in Article 11.01.1.

27.02 Training

In the event that the Employer introduces new methods or machines that require new or greater skills than are possessed by an employee or employees under the present methods of operation, the Employer shall provide training for the employee(s) affected, at the Employer's expense.

ARTICLE 28 - CONDITIONS AND BENEFITS

All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer, shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 29 - COPIES OF AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her/his rights and duties under it. For this reason, the Employer shall provide each employee and the Union with a copy of this Agreement, at no cost, within sixty (60) days of ratification.

ARTICLE 30 - NO STRIKES OR LOCKOUTS

For the duration of this Agreement, there shall no strikes or lockouts, as defined in the Ontario Labour Relations Act.

ARTICLE 31 - DURATION OF AGREEMENT

31.01 Term and Year

31.01.1 This Agreement shall continue in force and effect from June 2, 2009 until December 31, 2011. It is understood that this Collective Agreement is to come into effect immediately upon ratification by the parties.

31.01.2 For the purposes of administration of vacations (Articles 17.01; 17.02; 23.01), leaves (Articles 19.11; 19.12), and benefits (Articles 22.03; 22.05; 24.06; 24.08), the annual period or year referred to in this Collective Agreement shall run from 1 January to 31 December.

- 31.02** Either party to this Agreement may, not more than one hundred twenty (120) days prior to the expiry of the Agreement, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement. In the event that neither party gives notice to bargain prior to the expiry of the Agreement, the Agreement shall be renewed for a period of one (1) year.
- 31.03** This Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, that the parties gain the right to strike or lock out, and either Party gives written notice to the other Party that the Agreement is terminated.

APPENDIX 1—SALARIES AND COLA

Salaried employees shall not be eligible for overtime or compensation in lieu of overtime under any definition or circumstance.

Placement on the Grid

Persons appointed shall normally start at “Entry Level” and advance to the “Post-probation Level” after satisfactory completion of the probationary period provided for by Article 13 herein. Twenty-four months from the date of appointment, the employee shall move to the “Job Rate.” Persons in salaried positions at the “Job Rate” shall have an annual step increase (on June 1st of each year) of 3%, up to Step 14.

The salary grid, as of June 1, 2009, shall be as follows:

	Staff Representative	Office Administration	Support Staff
Entry Level	\$63,469.45	\$46,851.99	\$32,439.52
Post-Probation Level	\$72,386.32	\$48,257.55	\$35,447.54
Job Rate	\$76,794.65	\$49,705.27	\$38,734.48
Step 1	\$79,098.49	\$51,196.43	\$39,896.51
Step 2	\$81,471.45	\$52,732.32	\$41,093.41
Step 3	\$83,915.59	\$54,314.29	\$42,326.21
Step 4	\$86,433.06	\$55,943.72	\$43,596.00
Step 5	\$89,026.05	\$57,622.03	\$44,903.88
Step 6	\$91,696.83	\$59,350.69	\$46,250.99
Step 7	\$94,447.73	\$61,131.22	\$47,638.52
Step 8	\$97,281.17	\$62,965.15	\$49,067.68
Step 9	\$100,199.60	\$64,854.11	\$50,539.71
Step 10	\$103,205.59	\$66,799.73	\$52,055.90
Step 11	\$106,301.76	\$68,803.72	\$53,617.58
Step 12	\$109,490.81	\$69,239.39	\$55,226.11
Step 13	\$112,775.53	\$71,316.57	\$56,882.89
Step 14	\$115,398.99	\$73,465.07	\$58,589.38

Cost of Living Adjustment (COLA)

On June 1 in each year of this Agreement, the Employer shall raise the salary for bargaining unit members by the equivalent of the rate of inflation from May 1 of the previous year to April 30 of the current year, based on the Consumer Price Index for Toronto for that period. The Cost of Living Adjustment will be capped at 0.5% for the duration of the 2009-2011 Agreement.

APPENDIX 2—JOB DESCRIPTIONS

STAFF REPRESENTATIVE

The Staff Representative (SR) shall carry out her/his duties at the direction of the immediate supervisor, the Local Chair or his/her designate.

The SR may have voice but no vote in all discussions related to the Employer's activities, except for management sessions. Unless otherwise directed, the SR is free to make the day-to-day decisions necessary for the implementation of CUPE Local 3902 policy.

The duties of the SR shall include the items below, and other related duties. It is understood that it is not the responsibility of the SR to act as the secretary or note-taker for the bargaining team or any committee or other body of the Local. It is understood that the SR shall not be responsible for scheduling or replacement of Executive Committee office hours. It is understood that the emphasis placed on the tasks in this job description may vary over time. It is further understood that items 1 through 8 are not the sole responsibility of the SR, but that members of the Executive Committee will share the responsibility of performing these duties as provided by Local By-laws and this Collective Agreement. The SR shall set priorities in consultation with her/his immediate supervisor.

1. Executive Assistant

The SR is a resource person and advisor for the Local Executive and assists it in the carrying out of its duties. The SR shall conduct a training and long-term planning meeting of the Executive subsequent to each Annual General Meeting unless otherwise directed. The SR will, unless otherwise advised, attend all Executive meetings and shall report verbally to the meeting, as deemed appropriate by the Executive. When requested, the SR shall attend membership and departmental membership meetings, local committee meetings and conventions, conferences, and other meetings as directed.

2. Membership Service

The SR is a resource person and advisor for members with work-related problems. In this regard, the SR shall a) provide assistance with grievances; b) provide advice and/or referral for unemployment insurance problems, immigration, health and other legal matters; and c) advise members as to their rights and obligations under the Collective Agreement, the CUPE Constitution and Local By-laws.

3. Grievances, Arbitrations, and Other Legal Matters

The SR advises members; assists stewards, the Grievance Officer, and other Executive officers in the processing of grievances; prepares and presents grievance arbitrations, Ontario Labour Relations Board (OLRB) proceedings, and Unemployment Insurance appeals. However, the SR shall have the right to refuse to present a particular grievance arbitration, OLRB proceeding, or Unemployment Insurance appeal should s/he be unwilling to undertake such a presentation because s/he reasonably feels s/he is unqualified to present it, or on any other reasonable grounds. Nothing in the above precludes the Employer from hiring legal counsel or using CUPE staff to present such a case. The SR shall assist legal counsel or CUPE staff when directed.

4. Stewards' Network

The SR trains stewards, does research for stewards, and co-ordinates the setting up of the stewards' network in the local.

5. Contract Negotiations

The SR is a resource person and advisor for the bargaining team, and assists in all tasks associated with contract negotiations, including research, drafting of contract proposals, bargaining, organising related to the bargaining process, conciliation, mediation and preparation for job action. The SR shall be named Co-Chief Negotiator and shall have the right to speak at the table. In conciliation and/or mediation, the SR shall normally be the sole chief negotiator for the Local.

6. External Liaison

The SR is a liaison between the Local and its Employer and other campus groups (unions, associations, student councils, etc.). The SR provides advice to the Executive Committee with respect to lobbying, public operations of the Local and contact with such organisations as the Executive may determine. The SR may act on behalf of the Executive Committee when directed.

7. Publicity

The SR prepares posters, newspaper ads, etc., for meetings and campaigns, and assists in the production of local newsletters, pamphlets, bulletins, etc. The SR shall be the Managing Editor of all Local publications, including but not limited to the Newsletter, Bargaining Bulletins, etc. subject to the direction of the editor-in-chief. The editor-in-chief shall have the final say in all editorial decisions

APPENDIX 2—JOB DESCRIPTIONS

OFFICE ADMINISTRATION

The Office Administrators shall provide administrative assistance to the Executive Committee, other committees, councils and caucuses of the Employer and to the Staff Representatives. The position shall also entail providing general assistance to the membership by email, phone calls and personal visits to the office. It is understood that the emphasis placed on the tasks in this job description may vary from time to time and priority setting shall be in consultation with the supervisor, the Department Lead Hand and other office administration staff.

It is further understood that the tasks included in this job description are not the sole responsibility of the Office Administrators, but that members of the Executive Committee and their designates will share the responsibility for performing these duties as provided by Local Bylaws and this Collective Agreement. The OAs shall have voice but no vote in all discussions related to the Employer's activities, except for management sessions. Unless otherwise directed, the OA is free to make the normal decisions necessary for the smooth and efficient running of the office.

The Office Administrators shall provide administrative assistance in the following areas:

1. Development and maintenance of office filing systems, and organization of resource material.
2. Maintenance of office supplies and equipment.
3. Tasks associated with the preparation and distribution of materials to members, stewards, and volunteers, and assistance in organizing the distribution of work crews.
4. Receiving and distributing all correspondence both paper and electronic as appropriate.
5. Maintenance of membership, steward, volunteer and other files, lists and databases.
6. Telephone communications, including taking messages and providing notice of meetings.
7. Occasional clerical tasks associated with the preparation, distribution and filing of minutes.
8. Reception duties including greeting members, booking appointments with Staff Representatives, processing member benefits inquiries.
9. Record the disbursements of petty cash.

The Office Administrator – Finance shall also have primary responsibility for the following areas:

1. Development and maintenance of necessary ledgers recording all financial transactions of CUPE 3902.
2. Preparation of monthly, quarterly and yearly financial statements, budgets and necessary budget background information.
3. Liaise with the auditors and trustees as required.
4. Preparation of all cheques for consideration by and signature of responsible Executive Committee members.
5. Administration of the various Financial Assistance Funds.
6. Financial and reporting aspects of the administration of the Benefits plan.
7. Deposit CUPE 3902 funds in the accounts maintained by the Local.
8. Schedule regular meetings of the Labour Management Committee.

The Office Administrator – Research shall also have primary responsibility for the following areas:

1. Research assistance and support.
2. From time to time, in the absence of a Support Staff person or qualified Executive member, may be called upon to take notes at arbitration hearings, grievance settlement meetings, bargaining sessions, etc.
3. Development and maintenance of CUPE 3902's website and other electronic communication tools.
4. Assist the Executive Committee in the processing of Cost Share initiatives with CUPE National.
5. Liaise with the benefits administration company around issues that arise with member's benefits and assist members with benefits questions and claims.
6. Develop and administer member mobilization initiatives at the direction of the Chair, to assist with members engaged in union service.
7. Assist the Executive Committee in distributing orientation materials, mailings and postings.

APPENDIX 2—JOB DESCRIPTIONS

SUPPORT STAFF

The Support Staff (SS) shall carry out her/his duties at the direction of the Executive Committee, as transmitted to her/him by her/his immediate supervisor.

The duties of the SS shall include the items below, and other related duties. It is understood that the emphasis placed on the tasks in this job description may vary from time to time. The Support Staff shall set priorities in consultation with her/his immediate supervisor.

The SS shall provide administrative assistance to the Executive Committee and other committees, councils and caucuses of the Employer in the following areas:

1. Support the development and maintenance of office filing systems, and organisation of resource material.
2. Maintenance of office supplies and equipment.
3. Receiving, distributing, logging, and maintaining the files for all correspondence.
4. Clerical tasks associated with reading, sending, and internal routing of the Local's electronic mail.
5. Maintenance of membership, steward, volunteer and other files, lists, and databases.
6. Clerical tasks associated with preparation and distribution of materials to members, stewards, and volunteers; and assistance in the organising of distribution work crews.
7. Note-taking for the Local's bargaining team and other officials in negotiations, arbitration hearings, grievance settlement meetings, etc.
8. Telephone communications, including taking messages and providing notice of meetings.
9. Occasional clerical tasks associated with preparation, distribution, and filing of minutes.

APPENDIX 3 — SUPPLEMENTARY UNEMPLOYMENT BENEFITS PLAN

With respect to the period of maternity, parental or adoption leave, the Employer shall make payments to the employee as follows:

- 1) For the first two (2) weeks, payments equivalent to one-hundred percent (100%) of her/his regular weekly wage;
- 2) For up to fifty (50) additional weeks during which s/he is eligible to receive E.I. benefits, payments equivalent to the difference between the E.I. benefits the employee is eligible to receive and one-hundred percent (100%) of her/his regular weekly wage;
- 3) Should the employee be ineligible to receive E.I. benefits during the period of her/his maternity, parental or adoption leave, the Employer shall pay to the employee the equivalent of one hundred percent (100%) of her/his regular weekly wage for seventeen (17) weeks.

APPENDIX 4 – MULTI-SECTOR PENSION PLAN (MSPP)

A4.01 In this Appendix, the terms used shall have the meanings as described:

- (a) “Plan” means the Multi-Sector Pension Plan
- (b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition:
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
 - (v) any payments made for an approved leave under the provisions of this Collective Agreement.

All other payments, premiums, allowances and similar payments are excluded.

- (c) “Eligible Employee” means all employees in the bargaining unit, who choose to opt-in to the plan.

A4.02 Commencing September 1, 2009 each Eligible Employee shall contribute for each pay period an amount equal to 0.25% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 9.75% of Applicable Wages to the Plan.

A4.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

A4.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pensions Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article A4.04 of the agreement include:

i) To Be Provided Once Only At Plan Commencement

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List to include hours from date of hire to Employer’s fund entry date (for the purpose of calculating past service credit)
- Gender

ii) To Be Provided With Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially And As Status Changes

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status

iv) To Be Provided Annually, but no later than December 1

- current complete address listing

A4.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

In witness whereof, the parties hereto have caused this Agreement to be signed by its duly authorised representatives in the City of Toronto this **27th** day of **October, 2009**.

For the Employer:

Robert Ramsay

Wayne Dealy

For the Union:

Dave Hauch

**Letter of Understanding: Dependency Care and Business Attire
Amendments**

The parties agree that the deletion of the formerly numbered 24.07 (Business Attire) and the amendments to the formerly numbered 24.08 (Dependency Care), as they appear in 24.07 of this agreement, shall take effect January 1, 2010.

Signed this 27th day of October, 2009 at Toronto, ON.

On behalf of the Employer

On behalf of the Union

Robert Ramsay

Dave Hauch

Wayne Dealy

Letter of Understanding: Professional Development Benefit

The Employer agrees that any employee whose accumulated professional development allocation exceeds \$7,000 at the time of ratification of this Collective Agreement will suffer no decrease as a result of the implementation of a cap to the accrual of funds in Article 22.03.

Signed this 27th day of October, 2009 at Toronto, ON.

On behalf of the Employer

On behalf of the Union

Robert Ramsay

Dave Hauch

Wayne Dealy

Letter of Understanding: Staff Structure Review

The parties agree that the new staff supervision structure as laid out in this agreement will be reviewed in advance of negotiations to renew the contract.

Signed this 27th day of October, 2009 at Toronto, ON.

On behalf of the Employer

On behalf of the Union

Robert Ramsay

Dave Hauch

Wayne Dealy

Letter of Understanding: Placement on the Salary Grid

The parties agree that initial placement on the grid, effective June 2, 2009, will be as follows:

- MS: Step 6
- CS: Step 3
- AC: Step 10
- LP: Job Rate

Signed this 27th day of October, 2009 at Toronto, ON.

On behalf of the Employer

On behalf of the Union

Robert Ramsay

Dave Hauch

Wayne Dealy