

A COLLECTIVE AGREEMENT

Between

And

CUPE

Local 1281

Expiry Date December 31, 2022

Definitions

Employer: Ursel Phillips Fellows Hopkinson LLP

Union: The Canadian Union of Public Employees and its Local 1281.

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

Spouse: Spouse means a person to whom a person is married, or with whom the person is living in a conjugal relationship outside of marriage.

Article 1 – Purpose

1.01 The purpose of this Agreement is to set forth the terms and conditions of employment of all employees of the Employer in the Bargaining Unit referred to in Article 3 herein.

Article 2 – Employer’s Rights

2.01 The Union acknowledges that it is the exclusive right of the Employer to operate and manage its business in all respects subject only to the express limitations provided in this Collective Agreement.

Article 3 – Recognition and Job Security

3.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all articling employees at law employed by the Employer.

3.02 It is understood that employees under this agreement are employed for ten (10) months as set out in the articling guidelines of the Law Society of Ontario or for such lesser period as is expressly agreed upon and all rights under this agreement shall terminate automatically at the end of the articling period. Employees employed for less than 10 (ten) months will have all rights and benefits calculated on a pro rata basis including those under articles 13, 14, 15, 16, 17 and any other relevant articles

Article 4 – No Discrimination/Harassment

4.01 (a) No Discrimination

Every employee has a right to freedom from discrimination by the Employer or agent of the Employer and the Employer agrees that no employee shall be discriminated against because of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; religion; gender; gender identity and gender expression; sexual orientation; marital status; family status; immune status; disability; union membership or activity or record of offences except when it relates to a bona fide qualification because of nature of employment.

4.01 (b) No Harassment

Every employee has a right to freedom from harassment by the Employer or agent of the Employer and the Employer agrees that no employee shall be harassed because of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; religion; gender; gender identity and gender expression; sexual orientation; marital status; family status; immune status; disability; union membership or activity and record of offences.

4.01 (c) Harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

- (i) unwelcome remarks, jokes, innuendos, or taunts about a person;
- (ii) Insulting gestures or practical jokes of a nature which cause awkwardness or embarrassment;
- (iii) Offensive comments and/or actions which demean, humiliate or threaten an individual or group;
- (iv) Displaying or distributing pornographic, pin-up pictures, or any other offensive material that promotes discrimination based on the prohibited grounds described in Article 4.01 (a), save and except materials required for the representation of firm clients;
- (v) Berating, belittling, or otherwise non-constructive comments on the basis of an Employee's work performance made to an Employee or in a public forum;
- (vi) Leering (suggestive staring);
- (vii) Refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- (viii) Demands for sexual favours or unwanted sexual overtures;
- (ix) Unnecessary physical contact, such as touching, patting or pinching;
- (x) Sexual assault;
- (xi) Physical assault;
- (xii) Reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement.

4.02 Personal Services

Employees shall not be required to perform personal services for supervisors or other representatives of the Employer, which are not connected with the operation of the Employer's business.

4.03 Violence in the Workplace

The Employer and the Union shall work jointly to maintain a workplace free from harassment, abuse and violence, including

- Physical or psychological maltreatment;
- Words, gestures, vexatious attacks, questions, demands and actions which abuse, torment, humiliate, harm or persecute;
- Attempted, threatened or actual conduct that causes or is likely to cause injury, including threats of behaviour that could reasonably give a person cause to believe that she or he is at risk of injury.

Any reports of harassment, abuse or violence against or by an Employee shall be investigated by the Employer and reported to the Union, along with the Employer's response to same.

No Employee unable to work as a result of harassment, abuse or violence in the workplace shall lose wages, benefits or seniority.

Should an Employee subjected to harassment, abuse or violence require counseling or therapy beyond the amounts covered by the Employer's benefits package, the Employee may apply to the Employer for coverage for same and the Employer shall consider such application.

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.

5.02 New Employees

The Employer agrees to inform all new employees that the Union agreement is in effect and to provide a copy to the employee upon the acceptance of an offer of employment at the Employer's expense.

5.03 Employee List

The Employer agrees to immediately notify the Union of new employees in writing no later than one month of each new employee's acceptance of an offer of employment. This notification shall include the name of the Employees, their

start date and contact information including phone and home address and such information shall be submitted to the Local Union's office via electronic mail to president@cupe1281.ca within the timeline.

5.04 Acquainting Employees

Within one month of all Employees having started their employment, the firm shall provide space for the union to conduct a one hour orientation session.

5.05 Shop Steward

The Union shall appoint a Shop Steward who is a member of the bargaining unit as defined in Article 3.01, to represent bargaining unit members to the Employer, in a manner that is consistent with the terms of this Agreement and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member requests, a member of the CUPE 1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

Article 6 – Union Dues

6.01 The Employer shall deduct from every Employee the amount authorized as union dues and assessments.

6.02 Deductions

Deductions shall be forwarded once per month not later than the fifteenth day following the end of each month to the Secretary-Treasurer of the Union. This payment shall be accompanied by a list of the names and amounts of deduction for all Employees from whose wages the deductions have been made.

6.03 Dues Receipts

The Employer shall ensure that the amount of the union dues paid by each Employee is clearly indicated on the Employees income tax (T-4) slip.

Article 7 – Union Representation

7.01 A Labour-Management Committee shall be appointed consisting of representatives from the Union and the Employer. The Committee shall meet on the request of either party for the purpose of discussing any matter of mutual concern.

7.02 Authorization

The Employer shall not bargain with nor enter into any agreement with any

Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees an elected or appointed representative of the Union shall be spokesperson. Therefore the Union will supply the Employer with the names of its officers and otherwise appointed representatives.

7.03 Assistance of Representatives

Employees shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and its Local 1281 in dealing with the Employer in matters directly related to the administration of or the renewal of this Collective Agreement. Upon prior notice, such representatives shall have access to the Employer's premises for the purposes as set out in this article.

7.04 Bargaining Committee

A Union Bargaining Committee shall be elected or appointed by the Union. Members of the Bargaining Committee shall have the right to attend negotiations held within working hours without loss of pay.

7.05 Notice to the Parties

(a) Where notice or reply to the Union is required, such notice shall be communicated in writing to the appropriate steward, with a copy to the President of CUPE Local 1281 via email at president@cupe1281.ca.

(b) Where notice or reply to the Employer is required, such notice shall be in writing to the employer at its current address.

(c) In Writing

For the purposes of this agreement the term "in writing" shall refer to an email drafted on the firm or union letterhead, which may be delivered by email.

7.06 The Employees may make reasonable use of the Employer's business equipment without charge to the Employee or the Union in matters directly related to the administration of this Collective Agreement.

Article 8 – Educational Responsibilities

8.01 The parties recognize that the employment relationship described in this agreement is subject to the authority of the Law Society and its requirements, rules, and regulations with respect to the Licensing Process as established by the Law Society from time to time. The parties agree that in the event of any conflict between the provisions of this Agreement and the said requirements, rules, and regulations of the Law Society, the requirements, rules, and regulations of the Law Society shall prevail and the parties shall meet to amend

the Agreement as required.

8.02 It is specifically agreed that the Articles of Clerkship, the Education Plan and the employees and the Employer's rights and responsibilities in respect of the Law Society of Ontario are not a part of this Collective Agreement nor a matter that can be the subject of a difference, grievance, dispute or claim under the Collective Agreement.

8.03 Articling is one component of the requirements for qualifying as a lawyer established by the Law Society of Ontario. The purpose of articling is to provide employees with an experience in the practical application of their legal education in a supervised environment.

8.04 Employees should receive orientation, instructive feedback and ongoing supervision throughout the articling process.

8.05 Feedback and Evaluation

The parties agree that employees are entitled to receive constructive feedback on their performance. The parties agree that the feedback should be available through both formal and informal avenues.

8.06 Informal Feedback

The Employer shall encourage lawyers to provide employees with informal feedback on work on an ongoing basis. The parties agree that formal feedback avenues are not intended to replace or discourage informal constructive comments. In addition, employees are entitled at any time to request meetings, to be scheduled at a mutually convenient time, with the lawyers for whom their work is performed for an informal evaluation of performance.

8.07 Formal Feedback

(a) Each employee will have three formal evaluations to review their performance. The first evaluation will be within eight (8) weeks of commencement of their employment. The second evaluation will be mid-way during the articling term. The final evaluation will be no later than four (4) weeks before conclusion of their articles. The evaluation will be based on information from lawyers and support staff. The Evaluation will be discussed with the employee by a partner of the firm. Where requested by an employee, a written summary of the evaluation shall be made available for review by the employee.

(b) It is agreed that these written summaries will remain confidential within the firm unless required to be forwarded to the Law Society of Ontario or otherwise compelled by law.

8.08 Transfer of Articles

The Employer shall endeavor to set dates acceptable to both parties to start and end articles with the firm, and shall notify the Employee as soon as possible.

8.09 Work Availability

The employer will make best efforts to ensure that all articling students receive non-research related case work such as file preparation, or witness preparation.

8.10 Mentorship Program

The Employer shall provide the employee with a senior-lawyer mentor who is not the employee's Articling Principal within the first month of the employee's articling term.

The mentor shall be responsible for meeting with the employee within the first month of mentor-mentee assignment to discuss questions or concerns that the employee may have with respect to their articling term. The mentor shall endeavor to make themselves available to the employee throughout their articling term for further questions or concerns as they arise.

8.11 Buddy Program

The Employer shall provide the employee with a recent call buddy (less than 3 years post-call) within the first week of the employee's articling term.

The buddy shall be responsible for meeting with the employee regularly during the employee's first month of their articling term to discuss questions or concerns that the employee may have with respect to their articling term. The buddy shall endeavour to make themselves available to the employee throughout their articling term for further questions or concerns as they arise.

Article 9 – Grievances

9.01 Definition

Grievances shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

9.02(a) Grievance Procedure

Grievances shall be dealt with in the following manner:

1. The Union will file a written Grievance within ten (10) business days after the grievor became aware, or reasonably ought to have been aware of the circumstances giving rise to the grievance.
2. Thereafter, the Parties shall meet within fourteen (14) business days to

discuss the grievance and attempt to resolve same.

3. Failing satisfactory resolution of the grievance, either Party may, within thirty (30) days of the meeting aforesaid or the date when such meeting should have taken place in accordance with this provision, refer the dispute to arbitration.

9.02(b) The time limits may be extended by mutual agreement of the Parties.

9.03 Group Grievance

A group grievance shall be defined as a consolidation of similar individual grievances seeking common redress.

9.04 Policy Grievance

A policy grievance shall be defined as involving a question of general application or interpretation of this Agreement.

Article 10 – Arbitration

10.01 Selection of Arbitrator

Failing settlement of a grievance, the matter may be referred to a mutually agreeable arbitrator. If the Parties are unable to agree on an arbitrator, the Minister of Labour will be requested to appoint an arbitrator.

10.02 The arbitrator appointed shall set a place, time and date for the hearing within ninety (90) days of her/his appointment.

10.03 Authority of Arbitrator

The arbitrator shall not have the power or authority to change this Agreement or to alter, modify or amend any of its provisions.

10.04 Each party shall pay one-half the fees and expenses of the arbitrator.

Article 11 – Discipline

11.01 Just Cause

No Employee shall be disciplined or discharged without just cause.

11.02 Progressive Discipline

The Employer accepts and gives effect to the principle of progressive discipline and recognizes that, prior to imposing discipline, an Employee should normally be made aware of the situation requiring correction, the standard required and be given a reasonable opportunity to improve.

11.03 The Employer shall provide the Employee and the Union with a copy of any written discipline affecting the Employee. Any reply by the Employee shall become part of their record. An Employee may review their personnel file at any reasonable time or times by arrangement with the office.

11.04 Picket Lines

In the event that any persons involved in any dispute who are members of a bona fide trade union engage in a strike that is authorized by their union, and maintain picket lines that are authorized by their union, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines without loss of pay. Failure to cross such picket lines shall not be construed to be a violation of this Agreement, nor shall it be grounds for any disciplinary action. This clause shall not entitle an Employee to refuse to cross a picket line in order to service a client of the firm where determined by the employer to be required in order to meet the professional obligations of the firm to its clients.

11.05 Except in cases of gross misconduct, time sheets, or number of docketed hours, shall not be used for the purposes of discipline.

Article 12 – Hiring

12.01 Union Notification

The Union shall immediately be notified of all hiring, start dates and terminations within the bargaining unit.

12.02 The Employer will advise each member of the Bargaining Unit of their employment prospects as soon as possible during the articling year but in any event no later than six (6) weeks prior to the member's last day of employment. If the member is notified that they are not to be hired back by the Employer, then the Employer shall provide a reference letter, upon request.

Article 13 – Holidays

13.01 Employees shall be entitled to the following holidays with pay

- New Years Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday

- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Christmas Eve (one-half day)
- New Year's Eve (one-half day)
- and any such other days proscribed as public holidays under the Employment Standards Act.

Where a holiday falls on a Saturday or Sunday, either the day preceding or the day after in the Employer's discretion shall be deemed to be the holiday for the purpose of this Agreement.

To be eligible to receive a paid holiday, an Employee must have received compensation for their regularly scheduled workday immediately preceding the paid holiday and their regularly scheduled workday immediately following the paid holiday.

13.02 Floating Holidays

Each articling student is entitled to three (3) paid floating holidays. These floating days are to be taken on mutually agreed dates. Such floating days are not to be taken by more than one student at a time unless agreed to in advance by the Employer.

Students who have unused floating holidays at the end of the articling period will be paid the equivalent amount in a lump sum in their final pay period.

13.03 The Employer agrees that employees shall have the right to be absent on those days upon which they wish to observe a religious holiday, and on which the tenets of their religion requires that they abstain from work, but that such employees will make every effort to make up the lost work time over the course of their articling period. The Employer agrees that there will be no deduction from salary for the religious days observed by the employee.

Article 14 – Vacations

14.01 Employees shall be entitled to two (2) weeks vacation with full pay and benefits.

14.02 Vacation shall be scheduled by mutual agreement with the Employer.

14.03 Unused Vacation Entitlement

At the completion of the term of employment, termination or resignation, an Employee shall be entitled to be paid for all vacation not yet taken.

Article 15 – Sick Leave

15.01 Definition

Sick leave is the period of time and employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to a contagious disease, or under compulsory quarantine, under examination or treatment of a physician, chiropractor, naturopath, or dentist.

15.02 Sick Leave Credits

Employees are entitled to ten (10) days of paid sick leave per year.

15.03 Where the Employer requests that an employee produce a medical certificate the Employer shall pay all fees charged for the issuance of said certificate.

Article 16 – Leaves

16.01 An Employee may be entitled to leave of absence without pay in the Employer's discretion at any time or times. The Employer will not unreasonably deny an Employee request for leave. Benefit coverage shall continue during any approved leave.

16.02 Compassionate Leave

An Employee who would otherwise have been at work is entitled to five (5) days leave with pay in the event of the death of their parent, grandparent, spouse, child, sibling, parent of a spouse, the grandparent of a spouse, a sibling or a child of a spouse, any person residing in their household, or any person reasonably considered a close family member or close friend.

16.02 a) Where burial takes place more than one thousand kilometres from the place of residence of the Employee, such Employee is entitled to an additional two days leave of absence with pay and benefits.

16.02 b) An employee may seek additional bereavement leave. Such requests shall be considered on an individual basis.

16.03 Leaves Under the *Employment Standards Act*

The employer shall grant leaves of absence for periods in accordance of Part XIV – Leaves of Absence of the *Employment Standards Act*. Such leaves shall be without pay, except as otherwise provided by the *Employment Standards Act*. Benefit coverage shall continue during any such leave.

16.04 Union Leave

Employees shall be granted paid leave to attend Steward Councils Conventions of the Union, and other Union meetings or duties, to a maximum of two (2) days per employee.

16.05 Leaves Impacting Articling Requirements of the Law Society of Ontario

Where any leave granted pursuant to the Collective Agreement results in an employee being unable to meet the requirements of the Law Society of Ontario for completion of Articles, the Employer shall make every reasonable effort to facilitate completion of Articles.

Article 17 – Payment of Wages and Allowances

17.01 The Employer shall pay salaries in accordance with this section every second Thursday.

17.02 Employees shall be paid at the following salaries retroactive to their date of hire:

Effective January 1, 2020 to December 31, 2020
\$1,650.00

Effective January 1, 2021 to December 31, 2021
\$1,680.00

Effective January 1, 2022 to December 31 2022
\$1,710.00

17.03 Holiday Pay

If an Employee is specifically directed by a Partner to work on a holiday under Article 13, the employee shall be entitled to two (2) days off with pay in lieu of the holiday on which the employee worked.

17.04 Kilometer Allowance

Employees are entitled to reimbursement for authorized travel on Employer business by personal automobile at a rate of forty-five (45) cents per kilometer, or the Employer's client rate, whichever is greater.

17.05.1 TTC/Presto Monthly Pass

The Employer shall provide each employee with a payment equal to the cost of a monthly TTC Metropass.

17.05.2 Pre-Articling TTC/Presto Monthly Pass

Prior to an employee commencing employment, the Employer shall pay an employee the sum equivalent to a TTC/Presto Monthly Pass within one week of commencing the in-class portion of the Licensing Process established by the Law

Society of Ontario. Such payment shall be made to the employee irrespective of whether the employee's articles are solely with the Employer.

17.06 Meal Allowance

a) Late-night Work Meal Allowance

Should an Employee work past 8:00PM, the Employee shall be entitled to a meal allowance to a maximum of \$20.00 per occurrence upon presentation of a written account.

b) Weekend Work Meal Allowance

In addition, students working on the weekend are entitled to one meal if more than five (5) hours are worked (\$20.00 maximum for each meal, in a day).

17.07 Travel Allowance

When an employee is required to work at the office past 8:00PM or starts earlier than 7:00AM, taxi service to and/or from the home of the employee shall be provided by the Employer if the employee lives within Metropolitan Toronto. Should the employee live outside of Metropolitan Toronto, the student shall be provided with compensation for taxi service to a Metropolitan Toronto transit hub and taxi service from their public transit destination to their home.

17.08 Professional Development Allowance

The Employer shall reimburse employees upon completion of approved activities related to their professional development in the practice of law including but not limited to attending conferences, seminars, or other educational events. The Employer must approve this Continuing Legal Education in advance and receipts must be provided.

17.09 Application Fees and Tuition Fees and Bar Exam Materials

Where an employee completes his or her articles solely with the Employer, the Employer shall pay the full amount of all application fees, licensing examination fees, licensing program fees and tuition fees for enrollment in the Licensing Process established by the Law Society of Ontario. Additionally, the Employer shall pay the full costs of materials required for the Bar Exam. Where an employee completes some of his or her articles with a different employer during the same articling year, the Employer shall pay one-half of all application fees, licensing examination fees, licensing fees and tuition fees for enrollment in the Licensing Process established by the Law Society of Ontario. Additionally, the Employer shall pay one half of the full cost of materials required for the Bar Exam.

17.10 Pre-Articling Pay

Where an employee completes his or her articles solely with the Employer, the Employer shall pay the employee five (5) weeks salary within one week of commencing the licensing examinations study period.

Where an employee completes some of his or her articles with a different employer during the same articling year, the Employer shall pay the employee a portion of five (5) weeks salary calculated on a pro rata basis within one week of commencing the licencing examinations study period established by the Law Society of Ontario.

Pre-Articling payments shall be made no later than May, and shall be made at the rate at the commencement of articles. An employee may apply to the Employer to have the Pre-Articling pay paid earlier.

17.11 Call to the Bar Fee

The Employer shall pay the Call to the Bar fee and membership in the Ontario Bar Association for each member of the bargaining unit for the year of their articles. Such payments shall be made by the Employer to each Employee regardless of whether the Employee's articles are solely with the Employer, and regardless of whether the Employee starts their articles with the Employer or ends their articles with the Employer.

17.12 Lump-Sum Pay Advance Option

During or prior to the commencement of the licensing examinations study period, an employee may provide three (3) weeks' notice of his or her desire to have the total salary payable by the Employer paid on a pro-rated basis over a six month period, which period shall overlap with the entirety of the employee's employment with the Employer.

It is understood that employees who make such a request shall not be considered employees until the commencement of their term of articles.

17.13 Hours of Work

The Parties acknowledge that the work of a law firm, and particularly a litigation practice, fluctuates and that there can therefore be no fixed or set hours of work for employees. The Employer recognizes however that employees have interests and obligations outside the workplace and is committed to providing a workplace where hours of work are, to the extent possible, flexible and where employees are not expected to work excessive hours on an on-going basis.

17.15 Robes

At the conclusion of articles, and no later than June 30 in an articling year, the Employer shall pay costs to each employee for rental of robes, up to a maximum of \$200.

17.16 Work Related and Wellness Expense

The employer agrees to reimburse an employee for reasonable expenses such as the cost of subscribing to an at home internet service, the cost of dry cleaning, the cost of participating in a recreational program (such as gym membership, yoga pass, Crossfit), the cost of fitness equipment, work related at home computing expenses, to a total maximum amount of \$800 during the official articling period. No receipt is required for this reimbursement.

Article 18 – Technological Change and Equipment

18.01 Training

In the event that the Employer should introduce new methods or machines which 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.

18.02 Equipment

The Employer shall ensure that each Employee is provided with access to a computer that is in good working order.

Article 19 – Benefits

19.01 Health Insurance Plan

The Employer shall provide each Employee with the same benefits as are currently received by other staff of the Employer.

19.02 Benefit coverage shall commence at the time of commencement of employment.

Article 20 – Health and Safety

20.01 Computer Stations

Pregnant Employees shall be provided with either a computer monitor that does not emit radiation at an unsafe level or appropriate devices that prevent radiation transmission at an unsafe level.

Article 21 – No Strikes or Lockouts

21.01 For the duration of this Collective Agreement, there shall be no strike or lockout.

Article 22 – Duration of Agreement

22.01 This Agreement shall continue in force and effect from the date of ratification until December 31, 2022.

Either party to this Agreement may not more than ninety (90) days prior to December 31, 2022, give notice to the other party in writing that it proposes to renew this Agreement with or without amendments. On such notice being given, the Parties shall meet and will commence negotiations on the proposed amendments, revisions and/or terms of a new Agreement.

Failing agreement by December 31, 2022 this Agreement shall continue in force until a new agreement is reached, or until such time, as defined by the *Ontario Labour Relations Act*, as the parties obtain the right to strike or lockout. Dated at Toronto, this _____ day of _____, 20_____

For the Union

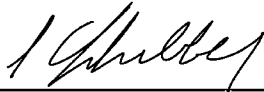


Brunelle Lewis, Steward

For the Employer



Simon Blackstone



Saira Chhibber, CUPE 1281
Staff Representative



Dean Ardron



Moe Alqasem, CUPE 1281
President