

COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN BUREAU
FOR INTERNATIONAL EDUCATION**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2595**

April 1, 2022 to March 31, 2025

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ARTICLE 1 – PURPOSE AND MANAGEMENT RIGHTS

1.01 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay, and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and its employees; to promote and maintain such conditions of employment; in recognition whereof, the parties hereto covenant and agree as follows:

1.02 Management Rights

The Union agrees that the Employer has the right to hire, promote, demote, transfer, retire and layoff, and to discharge, suspend or discipline employees for just cause, and to generally manage the enterprise. The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of the Collective Agreement and subject to the right of an employee or the Union to lodge a grievance as set forth herein.

ARTICLE 2 - DEFINITIONS

2.01 General Definitions

In this Collective Agreement:

- a) “Continuous employment” means the period of time an employee is employed by the Employer and includes any period of time an employee is on authorized leave with or without pay;
- b) “Employee” means a person in the Bargaining Unit;
- c) “Employer” means The Canadian Bureau for International Education (CBIE);
- d) “Union” means The Canadian Union of Public Employees (CUPE);
- e) “Local” means CUPE Local 2595.

2.02 Definitions of Types of Employees

- a) “Full-time employee” means an employee appointed to work thirty-five (35) hours per week.
- b) “Part-time employee” means an employee appointed to work less than thirty-five (35) hours per week.

- c) “Temporary employee” means a full-time or part-time employee appointed to a temporary position of unspecified length with no guarantee of continuing employment and whose employment automatically terminates when the position is no longer required. Prior to hiring a temporary employee the Employer shall inform the Union of their intentions to do so. A temporary employee will be included in the Bargaining Unit after two (2) weeks of continuous employment. Such temporary positions will not exceed six (6) months, except by agreement of the parties. The Employer will endeavour to give temporary employees five (5) days’ notice of termination of employment. A temporary employee, on inclusion in the Bargaining Unit, shall receive 5.8% of salary in lieu of vacation leave and shall receive 8% of salary in lieu of all other benefits. In the event that a temporary employee is hired permanently at the termination of the temporary assignment, seniority will date back to the last date of hire. The following provisions of this Collective Agreement will not apply to temporary employees: clause 15.10; Articles 16 and 21; clauses 20.06, 22.03, 22.04, 22.05, 22.07, 22.08, 22.09, 22.12, 22.13, 22.14, 22.15 and 23.08.
- d) “Term employee” means a full-time or part-time employee appointed to replace an existing full-time or part-time employee who is on an approved leave of absence, for a period of three (3) months or more, from their employment with CBIE. The duration of the term of employment shall align with the duration of the approved leave of the employee being replaced and the employment of the term employee shall be automatically terminated at the expiry of said approved leave. This termination of employment shall occur regardless of whether the term employee is on any type of leave with or without pay at the expiry of the approved leave of the employee being replaced. Notwithstanding the provisions of this clause, an employee who was appointed to a term position may return to their former position upon the completion of the term assignment.

A term employee shall be included in the Bargaining Unit from the date of hire and shall be subject to all provisions of the Collective Agreement except for Article 16 and Clauses 15.10, 22.03, 22.04, 22.05, 22.09, 22.12, 22.13, 22.14, 22.15, and 23.08. A term employee who is to be laid off shall receive notice of such layoff or, at the discretion of the Employer, wages in lieu of notice in accordance with the formula described in Clause 16.05. In the event that a term employee is hired permanently at the termination of the term assignment, seniority will date back to the last date of hire.

- e) “Contract person” means a person who is hired with no specific hours or place of work, to work on a specific project for a specific period of time. A contract person may be hired to perform work not traditionally or usually performed by members of the Bargaining Unit. Prior to hiring a contract person the Employer shall inform the Local of their intentions to do so.

2.03 Agency Personnel

Personnel may be engaged through the services of an employment agency for a period of up to four hundred and fifty-five (455) hours.

Where staffing for positions poses a challenge due to specific job requirements, such as language or program evaluation ratings, and where there are no internal qualified candidates, personnel may be engaged through the services of an employment agency for up to nine hundred and ten (910) hours.

2.04 General

Throughout this Agreement, wherever the singular, or the masculine is used, it shall be considered as if the plural, and refers to Employees.

2.05 Collective Agreement and Official Languages

The English and French language versions of this Collective Agreement are both official. In the event the two versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated will prevail.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2595 as the sole and exclusive collective bargaining agent for all of its employees save and except:

- Directors
- Persons above the rank of Director
- All Human Resources Personnel
- All Finance Personnel
- All IT Personnel
- Manager, Board and Stakeholder Relations
- Executive Assistant
- Students employed during the school vacation period

And that these constitute a unit of employees appropriate for collective bargaining.

3.02 Work of the Bargaining Unit

The Employer agrees that there shall be no contracting out of work or services normally performed by members of the Bargaining Unit which would result in any layoff, or reduction of hours or pay, for the members of the Bargaining Unit.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

3.04 Notification of Names of Union Officers

The Union shall notify the Employer in writing of the names of the officers of the Union who will represent employees under the terms of this Agreement and of changes as they may from time to time occur, under normal circumstances within five (5) days.

3.05 Use of Unpaid Volunteers, Work Placements, Co-op Placements and Summer Students

The Employer may utilize the services of volunteers, persons on work placements, persons on co-op placements and summer students for carrying out specified, time-limited or sporadic projects where the use of such persons does not reduce or replace the regular hours of work or the regular pay of any employee whose job is included in the Bargaining Unit. Prior to bringing in any volunteers, work placements, co-op placements or summer students, the Employer shall inform the Recording Secretary of the Local in writing of their intentions to do so.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The parties agree that there will be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee by reason of citizenship, age, race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, family status, marital status, gender identity, gender expression, personal disability or by reason of membership or activity in the Union, or for any other reason in accordance with the Ontario Human Rights Code. The Employer shall exercise its rights in a fair and reasonable manner.

4.02 Respectful Workplace

The Employer is committed to providing a respectful working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in any CBIE workplace in accordance with the Occupational Health and Safety Act, and the Employer's "Workplace Harassment and Discrimination Prevention and Violence Prevention" Policies. The harassment of any employee constitutes serious misconduct and will be subject to disciplinary measures.

- (a) "Discrimination" means any form of unequal treatment based on the Ontario Human Rights Code, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but have the effect of disadvantaging certain groups of people. Discrimination may take obvious forms, or it may occur in very subtle ways. In any case, even if there are many factors affecting a decision or action, if discrimination is one factor, that is a violation of the Human Rights Code.
- (b) "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be psychological, emotional, or physical or a combination thereof. It is any behaviour whether deliberate or negligent, which a reasonable person believes denies the individual their dignity and respect, is offensive, embarrassing and /or humiliating to the individual and adversely affects the working environment.
- (c) "Sexual harassment" shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential.

- (d) "Poisoned" environment is one in which insulting or degrading comments or actions, based on an excluded ground, have had an adverse effect on the way in which one or more employees are treated by others. A poisoned environment can be based on subjective experiences and/or objective facts. It can also be independently observed and can have an impact on a third party.
- (e) The Employer shall, as soon as possible, notify the Union Steward of any reported cases of harassment or discrimination. The reason or details of any such case shall not be part of the notification. If an allegation of harassment or discrimination is made by any employee, the Employer shall notify the employee that they have the right to representation by a Union Steward or their designate.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

The Employer shall deduct from every employee in the Bargaining Unit, any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made bi-weekly from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 10th day of the month following the one in which they were deducted, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. A copy of such list shall be provided to the Local Union Secretary-Treasurer.

5.03 Dues Receipts

The amount of Union dues paid by each Union member in the previous year shall appear on the employee's T4 Income Tax Slips.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Dues Check-Off.

6.02 Copies of Agreement

On commencing employment, the Employer will advise the new employee of the names of the current Union Executive and provide them with a copy of the Collective Agreement in the official language of the employee's choice. A representative of the Union shall be given reasonable opportunity to meet each new employee for thirty (30) minutes within the first fourteen (14) days of employment during regular working hours, for the purpose of acquainting the new employee with the benefits and duties of union membership. This meeting will be scheduled one week in advance.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CBIE President and the Recording Secretary of the Local Union or their designate.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 Labour Management Committee

A Labour Management Committee shall normally consist of two (2) representatives with a maximum of four (4) from the Union, and normally two (2) representatives with a maximum of four (4) from the Employer. The Union's participation in the committee will always represent 50% attendance in the meeting. The Committee shall enjoy the full support of both parties in the interests of improved service provided by CBIE and job security for the employees.

8.02 Function of Committee

The purpose of the Labour Management Committee will be to improve communications between the parties and to provide a forum for the discussion of matters of mutual concern in the interests of improving the Employer's services and of safeguarding the welfare of its employees. This will include issues relating to layoffs/recall and the associated transition as well as work-life balance.

The parties will meet quarterly or whenever a change or renewal of benefit plans is under consideration. The parties will share information relating to such benefits.

Where mutually agreed, the parties will have the option to install temporary sub-committees to address key challenges or respond to concerns as may arise.

8.03 Meetings of Committee

The Committee shall meet when requested by either party or at least quarterly. Unless an immediate meeting is required the committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay or benefits for time spent with this Committee.

8.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the parties, circulated to all staff and distributed to members of the Personnel Committee of the Board of Directors as promptly as possible but not later than two (2) weeks after the close of the meeting.

8.05 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - BARGAINING RELATIONS

9.01 Representation

The Employer agrees to negotiate only with officially mandated Union representatives. The Union agrees to negotiate only with officially mandated representatives of the Employer.

9.02 Bargaining Committee

A Union Bargaining Committee shall be elected or appointed by the union and will consist normally of two (2) members with a maximum of five (5) members of the Union. The Union shall advise the Employer of the names of its Committee members and the Employer will deal only with this Committee when bargaining changes to the Collective Agreement.

An Employer Bargaining Committee shall be appointed by the Employer and will consist normally of two (2) members with a maximum of five (5) members selected by the Employer. The Employer shall advise the Union of the names of its Committee members.

9.03 Function of Bargaining Committee

All matters pertaining to rates of pay, hours of work, working conditions, and modifications to the existing Collective Agreement shall be referred to the Bargaining Committee for discussion and settlement.

9.04 Representatives of CUPE

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees (CUPE) or any other advisors when dealing or negotiating with the Employer. Such representative(s) or advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting must be held not later than one week after a request has been made unless an extension has been requested and mutually agreed.

9.06 Time Off for Meeting

Not more than three (3) representatives of the Union who are members of the Bargaining Committee, shall have the right to attend negotiation meetings with the Employer held within working hours without loss of remuneration.

9.07 Technical Information

The Employer shall make available to the Union, job descriptions, positions in the Bargaining Unit, job classifications, wage rates, audited published financial statements, and financial and actuarial information pertaining to pension and welfare plans.

9.08 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or prior to or following the regular working day.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify Union

Decisions made by the CBIE Board dealing with terms and/or conditions of employment shall be communicated by the Employer to the Recording Secretary in writing.

10.02 Copies of Resolutions

Copies of all motions, resolutions, and by-laws or rules and regulations adopted by the CBIE Board which affect the members of this Union are to be:

- 1) forwarded to the Local
- 2) sent to all members

Copies of the minutes of the open Board meeting will be made available to the Local when printed.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Solving Complaints

The Employer and Union agree that in the spirit of cooperation, prior to instituting a formal grievance procedure, every effort will be made to resolve the complaint. If the complaint cannot be settled at this level, it shall be processed as follows:

11.02 Definition of Grievance

A formal grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, or a matter where the Employer has allegedly acted unjustly or improperly.

11.03 Recognition of Union Steward and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward. The Steward shall assist any employee in preparing and presenting their grievance in accordance with the grievance procedure.

11.04 Prior Approval to Leave Work

The Employer and Union agree that the Union Steward shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that the Steward is employed by the Employer and that the Steward will not leave their work during working hours except to perform their duties under this Agreement. Therefore, the Steward shall not leave their work without prior approval of their supervisor. Such prior approval shall not be unreasonably withheld.

11.05 Grievance Procedure

The Grievor has the right to representation by a Union Steward or another member of the Union Local Executive acting on behalf of the Union Steward at each or any step of the grievance procedure. At each step of the grievance procedure, the Grievor shall have the right to be present.

Step 1 (verbal stage):

The employee shall discuss their complaint with their Director within five (5) working days of when the incident, giving rise to the complaint, would reasonably have been known to the employee. The Director shall be allowed three (3) working days to communicate their answer to the complainant.

Step 2:

The Steward may submit a written grievance on behalf of the grievor to the grievor's Director within ten (10) working days of receiving a response from the Director at Step 1, with a copy to Human Resources. A meeting will be arranged by the Employer to discuss the grievance within ten (10) working days of receipt of the grievance. The Director shall have five (5) working days to respond to the grievance in writing following the meeting at Step 2. A copy of such response shall be sent to the grievor, Human Resources and the Steward.

Step 3:

Failing settlement being reached in Step 2, the Steward or their designate will submit the formal grievance to the CBIE President, or their designate, who shall schedule a meeting within (10) working days of receipt of the grievance. The President of CBIE or their designate will then render their written decision within five (5) working days to the parties as outlined in Step 2.

Step 4:

Failing a satisfactory settlement being reached in Step 3, the Union may refer the matter to Arbitration. The Union will notify the Employer of their decision to seek Arbitration in writing within twenty (20) working days of receipt of the President's decision.

11.06 Formal Grievance Form

A formal grievance shall be prepared on a form supplied by the Union stating the name(s) of the Grievor(s), the facts giving rise to the grievance, the section of the Collective Agreement involved and the relief requested. The form shall also be dated and signed by the Grievor(s) and by the Union Steward or their designate. For the purposes of clarity, Grievances can be signed electronically.

11.07 Policy and/or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article shall be bypassed.

11.08 Suspension or Discharge Grievance

Where a formal grievance is submitted resulting from the discipline, suspension, or discharge of an employee, Steps 1 and 2 of the grievance procedure shall be omitted.

11.09 Layoff or Recall Grievance

Where a formal grievance is submitted resulting from the layoff or recall of an employee, Steps 1 and 2 of the grievance procedure shall be omitted.

11.10 Policy Grievance

The Union and its representative shall have the right to originate a formal grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure.

Such a grievance shall commence at Step 3 of the grievance procedure. Any such grievance, in order to be valid, must be lodged within twenty (20) working days of when the incident, giving rise to the grievance, would reasonably have become known to the Union or to the employee(s).

After a formal grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee(s) but may negotiate a settlement with the Union.

11.11 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

11.12 Technical Objections to Grievance

An arbitrator shall have the power to allow necessary amendments to the grievance and the power to waive procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

11.13 Amending of Time Limits

The time limits fixed in the grievance procedures may be amended by mutual consent of the parties in writing.

ARTICLE 12 – ARBITRATION

12.01 Single Arbitrator

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

12.02 Composition of Board of Arbitration

When the Union submits a grievance to arbitration, notice to this effect shall be made in writing and delivered by Courier and Email to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer in writing and deliver by Courier and Email, indicating the name and address of its nominee to the arbitration board. The two nominees shall then meet to select an impartial arbitrator.

12.03 Failure to Appoint

If the party receiving the notice fails to name their nominee, or if the two nominees fail to agree upon an arbitrator within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.04 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

12.05 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the arbitrator shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the arbitrator of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

12.07 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the nominee it appoints, and
- 2) one-half of the fees and expenses of the arbitrator.

12.08 Amending of Time Limits

The time limits fixed in the arbitration procedures may be extended by mutual consent of the parties in writing.

12.09 Witnesses

At any stage of the grievance or arbitration procedures, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE

13.01 Warning

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that discipline may follow any further infraction or may follow if the employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee. The employee may request the presence of their Steward or Union representative at any such meeting.

Whenever the Employer deems it necessary to discipline an employee, in a manner indicating that suspension or dismissal may follow any further infraction or may follow if the employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written notice of such discipline to the Union Secretary with a copy to the employee. Where an employee's supervisor intends to interview an employee for such a purpose, the employee's supervisor shall so notify the employee in advance of the interview. Sufficient notice shall be given in order that the employee may contact a representative of the Union to be present at the interview.

13.02 Suspension, Discharge and Discipline Procedures

Prior to the imposition of suspension, discharge or discipline, an employee shall be advised promptly in writing by the Employer of the reason for such suspension or discharge.

An employee shall have the right to have a representative of the Union present at any discussion with a Director where the employee believes it may result in, or where it would result in, discipline or discharge. Where a Director intends to interview an employee for such purposes, the Director shall so notify the employee a minimum of two (2) working days in advance in order that the employee may contact a representative of the Union to be present at the interview.

A Steward or local Union officer shall have the right to consult with a CUPE staff representative and to have them present at any discussion with a Director which might result in suspension or discharge.

At the time formal discipline is imposed or at any stage of the grievance procedure (as specified in Article 11 of this agreement) an employee shall have the right to representation by their steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or discharged shall be entitled to a hearing under the article governing grievance procedures (Article 11). Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

13.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

13.04 Unjust Suspension or Discharge

Where it has been determined that an employee has been unjustly suspended or discharged, that employee shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.05 Access to Personnel File

- a) An employee shall have the right, at any time, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- b) Personnel files will be kept confidential and maintained by a member of the CBIE staff so designated by the President.

13.06 Initialing of Documents for Personnel File

Before placing any document in an employee's file, the Employer will provide an opportunity for the employee to initial and date the document in order to indicate that the employee is aware of said document.

13.07 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

13.08 Clearing the Record

Any notice of discipline shall be withdrawn from an employee's file after a period of one (1) year from the date of the notice provided that there have been no other infractions during this period. Should the employee be absent from work for an extended period of time of more than 20 consecutive working days, the period of one (1) year will be extended to account for the duration of absence. Any such notice will be destroyed in the presence of the employee.

ARTICLE 14 - SENIORITY

14.01 Definition and Use of Seniority

- a) Seniority is defined as the length of service of the employee with the Employer.
- b) Seniority shall be used in determining priority for layoff, recall from layoff, permanent reduction of the work force, and choice of vacation periods
- c) Seniority shall be a factor, along with experience, training, skill and ability, in determining priority for promotion and transfer.
- d) Seniority shall be on a bargaining-unit-wide basis.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and June of each year.

14.03 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer.

It is understood that employees absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer, shall accumulate seniority to a limit of eighteen (18) months.

Seniority will be deemed to be broken if an employee:

- a) is discharged and such discharge is not reversed;
- b) resigns in writing;
- c) retires;
- d) is laid off or on leave of absence without pay for a period in excess of eighteen (18) consecutive months;
- e) fails, following a layoff, to return to work within fifteen (15) working days after being notified by registered mail to do so, unless through sickness or other good cause of which immediate notification is given to the Employer. Such notification shall apply only to a recall for a period in excess of two (2) weeks. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- f) is absent from work for more than five (5) working days without securing leave of absence or without producing evidence of a valid reason satisfactory to the CBIE President;
- g) has not worked for the Employer for reasons of illness or injury for a consecutive 30 month period and there is no prognosis at that time for a return to work with or without accommodations. This provision does not apply to an Employee who is suffering a compensable injury in the meaning of the Workplace Safety and Insurance Board legislation.

14.04 Transfer and Seniority Outside the Bargaining Unit

- a) No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the Bargaining Unit, they shall cease to accumulate seniority, but will retain previously earned seniority. Such employee shall have the right to return to a position in the Bargaining Unit during their trial period, which shall be a maximum of ninety (90) days. If an employee returns to the Bargaining Unit, they shall be placed in a job consistent with the level of position held at the time of transfer. Such return shall not result in the layoff of an employee holding greater seniority.
- b) While on secondment under Article 15.11, an employee shall continue to accumulate seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a position in the Bargaining Unit is to be filled, present Bargaining Unit employees shall be given consideration prior to consideration being given to non-employee applicants. Notwithstanding the provisions of clauses 16.03 and 16.04 of this agreement, an individual who is on lay-off status and subject to the provisions of sub-clause 14.03 (d) of this agreement shall be considered an employee for the purposes of the application of this provision.

15.02 Notice of Vacancy

Notice of a vacancy or the creation of a new job that is of a duration of six (6) months or more shall be posted for a minimum of five (5) working days. All qualified internal applicants for the position will be interviewed as soon as possible immediately following such posting. If the Employer determines that a current employee can fulfill the requirements of the position, they shall be offered the position. If, after the internal applicants have been interviewed, the Employer is unsure whether a current employee can fulfill the requirements of the position, the Employer may interview external candidates prior to making a decision. In such instances, affected employees shall be so notified.

15.03 Information in Postings

Posted notices for position vacancies shall contain the following information: title of position, qualifications, required knowledge and education, skills, hours of work, wage or salary range.

The position announcement will provide position description information and qualifications, taken from a position description that has been reviewed by the Job Evaluation Advisory Committee process.

15.04 Unsuccessful Applicant

An unsuccessful applicant may upon request, be provided with the reasons why they were unsuccessful. Both the request and response shall be in writing.

15.05 Competitive Bidding Process

It is acknowledged by both parties that, from time to time, the Employer must take part in a competitive bidding process to gain or retain certain contracts for the operation of programs that provide work to the employees of CBIE. Also, it is acknowledged that the Employer must name an individual employee who would hold a key position, in the operation of such a program. Therefore, in choosing the individual employee, the employer will undertake the following steps:

- a) inform the employees through the staff listserv of intent to submit bid and include the "bid description" of the job requirements;
- b) include in the notice to staff a deadline for interested employees to submit their statement of interest in participating in the bid;
- c) ensure that all employees included in the bid have provided consent to participate;
- d) an interested employee who was not named in the bid may upon request be provided with the reasons.

Therefore, in such instances, the provision of Clauses 15.01, 15.03 and 15.05 shall not apply in any ensuing promotions or staff changes process.

Any subsequent vacancies resulting from the named employee in this process will be posted as a full time position.

15.06 Role of Seniority in Promotions and Transfers

Both parties recognize:

- a) the principle of promotion within the service of the Employer;
- b) that job opportunity should increase in proportion to length of service.

Therefore, in cases of appointment, transfer, promotion, and in the advancement of employees to higher classifications where qualifications such as skill, experience, training, and the capacity to perform the required task relating to the position applied for are deemed relatively equal, seniority shall be the determining factor.

15.07 Probationary Period

There shall be a six (6) month probationary period for new employees. An evaluation will be carried out at least two (2) months prior to the end of the probationary period. Failure of the Employer to carry out this evaluation will confirm the employee into the position.

During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. Upon completion of the probationary period, seniority shall be effective from the original date of employment.

15.08 Trial Period

Where the successful applicant to a position is an existing employee occupying a position with the Employer, they shall be notified immediately upon the decision being made by the Employer and shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the trial period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

15.09 Notification to Employee and Union

For all employees within the Bargaining Unit, the Union Local shall be notified of all appointments, promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths, or terminations of employment. Such notice shall be submitted within seven (7) working days of the event.

15.10 On the Job Training

The Employer shall provide the opportunity for employees to receive training and qualify for promotion or transfer in the event of a vacancy arising. The Employer shall post any training courses and experimental programs for which employees may be selected. The Employer shall provide a reasonable amount of training to an employee whose job is modified or who is reassigned. A training budget for the next fiscal year will be identified to the Labour Management Committee for discussion.

15.11 Secondments

The Employer agrees that secondments offer employees a way to broaden their experience and are of value to the Employer. Therefore, the Employer will not unreasonably withhold permission to any employee requesting external secondment.

The Local recognizes that, upon consultation with the Local, the Employer may accept a secondment from another organization for a period of up to one (1) year and that the individual may, for the duration of the secondment, fill a position that would normally be considered a bargaining unit position. The Employer will be responsible for ensuring that applicable dues shall be paid to the Union based on the Classification of that position.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoffs

A layoff shall be defined as a reduction in the work force.

16.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority within the Program provided the remaining employees have the necessary skills and qualifications to perform the job. It is further recognized that there are no bumping or displacement rights within the collective agreement.

16.03 Recall Procedure

1. If a job opening becomes available, CBIE shall contact the most senior person on the Recall List in that job level first by phone and then by email.
 - i) If the employee has the qualifications, CBIE will offer the recall to that employee. If it is not clear if the employee is qualified, they will be asked to interview. The employee shall have forty-eight (48) hours, following the offer of recall to decide whether to accept or decline the recall and to advise CBIE of their decision. If the employee accepts, they must notify CBIE in writing within the 48 hours and they will have up to fifteen (15) working days to return to work.
 - ii) If the employee declines the offer of recall, they must inform CBIE in writing within the 48 hours and shall forfeit their right to recall, shall be removed from the Recall List and shall be terminated on the date CBIE is notified. CBIE will then move to the next most senior employee on the Recall List and follow the same procedure.
2. CBIE will make two (2) attempts to contact the employee by phone and by email. If no response is received within forty-eight (48) hours, CBIE will send a Registered Letter to the employee. Once notified by registered mail the employee must decide to accept or decline the position. If the employee accepts, they must notify CBIE in writing and they will have fifteen (15) working days to return to work. *For clarification purposes, notification shall mean the day immediately following the date the letter is*

registered/mailed. CBIE will provide a copy of the Registered Letter to the President, CUPE Local 2595.

3. If the employee fails to return to work within fifteen (15) working days after being notified by registered mail to do so, unless through sickness or other good cause of which immediate notification is given to CBIE, they shall forfeit their right to recall and shall be removed from the Recall List.
4. CBIE shall then contact the next most senior person on the Recall List.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall to positions for which they are qualified.

16.05 Advance Notice of Layoff

An employee who is to be laid off shall receive either:

Advance notice of such layoff in accordance with the following formula or at the discretion of the Employer, wages in lieu of notice in accordance with the following formula:

- More than three (3) months but less than one (1) year of continuous employment – one (1) week.
- More than one (1) year up to twelve (12) years – two (2) weeks per year for each year of continuous employment to a maximum of sixteen (16) weeks.
- More than twelve (12) years of continuous employment – eighteen (18) weeks.

An employee who resigns after receiving Notice of Layoff shall be entitled to receive pay for the time remaining in the notice period at the date of resignation.

ARTICLE 17 - HOURS OF WORK

17.01 Scheduling

Subject to clauses 17.02 and 17.03, the Employer shall schedule hours of work for all employees.

17.02 Daily and Weekly Hours

- a) The scheduled work week for full-time employees shall be thirty-five (35) hours from Monday to Friday inclusive. The scheduled work day for full-time employees shall be seven (7) consecutive hours, exclusive of a one (1) hour lunch period, between the hours of seven (7:00 a.m.) and five thirty (5:30 p.m.). The Employer will consult with employees on an individual basis and, subject to operational requirements of the service, establish a mutually agreed upon schedule of hours of work for each employee.

- b) When the Employer requires a change in the scheduled hours of work, the Employer will consult with the Union prior to the implementation of any change and, in such consultation; will establish that such hours are required to meet the efficient operation of CBIE.
- c) It is recognized that on occasion, staff events may be scheduled that require an employee to be in attendance during the afternoon hours (beyond 3 p.m.). Employees will be, where possible, required to alter their start and ends time to allow for such events. The employer will provide the employee with advance notice to allow the employee the necessary time to make alternate arrangements to their start and end times.

17.03 Paid Rest Period

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the morning and afternoon.

ARTICLE 18 - OVERTIME

18.01 Authorization of Overtime

All overtime must be authorized in advance by the Employer. The Employer recognizes that overtime is on a voluntary basis and employees recognize that on some occasions, overtime is necessary to meet the operational requirements of the organization. Where the employee feels overtime may be a requirement to meet operational demand, they may present a request to their immediate supervisor for consideration.

All overtime, regardless of who initiates the request, must be pre-approved.

18.02 Overtime Defined

Employees shall be paid at the applicable overtime rate of pay for all hours worked in excess of seven (7) consecutive hours in a day, or thirty-five (35) hours in a week or on a Saturday or Sunday, or all time worked on a paid holiday described in clause 19.01.

18.03 Compensation for Overtime

Overtime shall be paid for at the rate of time and one-half (1½).

18.04 Travel Time

When an employee is requested by the Employer to travel:

- a) on a normal working day on which the employee travels but does not work, the employee shall be paid their regular pay for the day;
- b) on a normal working day on which the employee travels and works, the employee shall be paid their regular pay for the day for a combined period of travel and work not exceeding their scheduled hours of work, and earn, at straight time rates,

compensatory leave, to a maximum of three (3) hours for additional travel or work in excess of their scheduled hours of work;

- c) on a Saturday, Sunday or holiday on which the employee travels, the employee shall earn, at overtime rates, compensatory leave for each hour travelled to a maximum of ten and one half (10.5) straight time hours;
- d) The Employer shall grant any compensatory leave earned under the provisions of this clause within twelve (12) months after it is earned. Any compensatory leave not used within twelve (12) months after it is earned shall be paid in cash at the appropriate straight time rate;
- e) The provisions of clause 18.06 do not apply to any compensatory leave earned under the provisions of this clause.\

18.05 Working During Travel

- a) When an employee is requested by the employer to travel for the purpose of study visits, missions, campus visits and other similar work, both domestic and international, they shall be paid for all hours worked at straight time rates to a maximum of seven (7) hours. Employees are exempt from earning overtime compensation, however, may be granted time off in lieu at the discretion/approval of the employer.
- b) When required by the employer to work on a Saturday or Sunday, employees engaged in study visits, missions, campus visits and other similar work, both domestic and international, shall be paid for all hours worked at straight times rates to a maximum of seven (7) hours. Employees are exempt from earning overtime compensation, however will be granted an alternate day off in lieu.

18.06 Call Back Pay Guarantee

An employee who is called into work after completing the normal work day shall be paid a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.

18.07 Time Off in Lieu of Overtime

- a) Subject to clause 18.04 and sub-clause 18.06(c), in lieu of cash payment for overtime earned, an employee may choose to be compensated in equivalent leave with pay.
- b) The Employer shall grant such compensatory leave at times mutually agreeable to both the employee and the Employer. The Employer will not unreasonably refuse to grant the time requested by the employee.
- c) Such compensatory leave granted to an employee shall not exceed a total of ten (10) days in any twelve (12) month period, and any compensatory leave not used within twelve (12) months after it is earned shall be paid in cash at the appropriate overtime rate.

18.08 Minimum Overtime Guarantee

An employee shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the overtime work. This shall apply only when the nature of the work necessitates a break between the regularly scheduled hours and the overtime work.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	Civic Holiday	Christmas Eve Day
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for Truth and Reconciliation	Boxing Day
Victoria Day	Thanksgiving Day	New Year's Eve Day

And any other day declared or proclaimed as a holiday by the Federal, Ontario or Municipal Government.

19.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

19.03 Work on a Paid Holiday

An employee who is required by the Employer to work in Canada on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

19.04 Personal Day

A full-time employee shall earn one (1) personal day credit per year (April 1 to March 31). For employees not employed on April 1, the personal day shall be prorated. Personal days will not accumulate year to year and must be taken in the year in which earned. There will be no compensation for days not scheduled and taken.

Personal days are to be requested as far in advance as possible and the employer will not unreasonably deny requests.

ARTICLE 20 - VACATIONS

20.01 Accumulation of Vacation Leave Credits

An employee shall earn vacation leave credits at the following rates for each month for which they receive a full month's pay from the Employer.

An employee receiving less than a full month's pay from the Employer shall have their vacation leave credits pro-rated using the same formula in use by the Employer at the time of the signing of this Agreement.

- a) one and sixty-seven one hundredths (1.67) days (20 days per year) until the month in which the anniversary of the employee's eleventh (11th) year of continuous employment occurs;
- b) two and eight one hundredths (2.08) days (25 days per year) commencing with the month in which the employee's eleventh (11th) anniversary of continuous employment occurs.
- c) one additional day per year upon completion of 18 years' service, up to a maximum of 30 days (18 years = 26 days; 19 years = 27 days; 20 years = 28 days; etc.).

Notes:

1. The days per year entitlements included in brackets in the above sub- clauses appear there for information purposes only.
2. All employees shall be notified of their vacation entitlement by January 31 of each year.
3. The amounts indicated shall be subject to the discontinuance of Christmas time-off.

20.02 Banking Vacation Credits

An employee entitled to four (4) weeks' vacation or more shall be entitled to bank up to a maximum of fifteen (15) working days annual vacation. An employee entitled to less than four (4) weeks' vacation shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within any of the following two (2) vacation years at the rate of pay prevailing when the vacation is taken.

20.03 Exceeding Accrued Vacation

An employee may request the use of vacation credits that have yet to be accrued within the current vacation year (April 1 – March 31) to a maximum of five (5) additional days. Such requests will not be unreasonably denied by the Employer and will be subject to operational requirements.

20.04 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed between the employee and the Employer.

20.05 Vacation Pay

Vacation pay for each week of vacation shall be at the current annual rate.

20.06 Vacation Pay on Termination and Earned Vacation

- a) An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such earned vacation, prior to termination.
- b) An employee terminating their employment or who has been dismissed shall be paid for accumulated vacation leave at their present rate of pay.
- c) When an employee who has been granted more vacation leave with pay than they have earned terminates employment by resignation, retirement or dismissal, the employee shall repay the Employer the dollar value of such vacation leave or have the amount deducted from their next scheduled pay following receipt of notice of resignation, retirement or dismissal.

20.07 Vacation Pay on Retirement

On retirement, an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

20.08 Preference in Vacations

Preference in vacation shall be based on seniority.

20.09 Vacation Schedules

For the period of June to November

Employees will submit their requested choice of vacations by April 1 of each year, and the Employer will post the approved schedule by May 1, and this shall not be changed without mutual consent.

For the Period of December to May

Employees will submit their requested choice of vacations by October 1 of each year, and the Employer will post the approved schedule by November 1, and this shall not be changed without mutual consent.

20.10 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

20.11 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave and where the employee is under professional medical assistance, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is entitled to be absent from work with full pay by virtue of being sick, disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or any specialist referred by a medical practitioner or family doctor.

21.02 Occasional Sick Leave

Employees shall be entitled to twelve (12) occasional sick leave days per fiscal year (April 1 to March 31). For employees not employed on April 1, entitlement to occasional sick leave shall be prorated based on service. Such leave is not accumulated from year to year. An employee who is absent on occasional sick leave for three (3) or more consecutive working days may be required to provide a certificate from a medical practitioner certifying that they were unable to carry out their duties due to illness.

Where there appears to be a trend in an employee's use of occasional sick leave benefits, the employee's supervisor may meet with the employee to discuss the situation. Such discussion shall not be considered disciplinary. If following that discussion, the sick leave usage trend appears to be continuing, the Employer may require the employee to provide a certificate from a medical practitioner for any occasional sick leave of two (2) or more consecutive working days or after an accumulation of five (5) or more uncertified sick days in any fiscal year.

When an employee who has been granted more sick leave with pay than they have earned terminates employment by resignation, retirement or dismissal, they are considered to have earned the amount of sick leave with pay granted to them.

21.03 Deductions from Occasional Sick Leave Bank

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) on which the employee was absent from work in accordance with the definition of sick leave as defined in clause 21.01 of this agreement. An absence of less than a full day shall be deducted on the basis of the actual time the employee was absent from work.

21.04 Extended Sick Leave

An employee may apply for extended sick leave where:

- a) They will require more than five (5) consecutive sick leave days and is under the care of a medical practitioner;
- b) They will require additional consecutive sick leave days in order to serve the waiting period necessary to qualify for the Short Term Disability Insurance Plan;

In any such situation the employee may be required to provide a certificate from a medical practitioner certifying that the employee is (or was) unable to carry out their duties due to illness and projecting the anticipated date for the employee's return to work.

An application for extended sick leave will not be denied unless the employee fails to provide a medical certificate.

21.05 Sick Leave Records

An employee may, at any time, inquire and be advised in writing of the amount of sick leave remaining in their sick leave bank and the total amount of sick leave used.

21.06 Illness in the Family

Illness in the family leave with pay is designed to assist an employee in coping with illness that affects the employee's immediate family. This leave is granted at the discretion of the Employer on the basis of circumstances and merits of the request. The request for leave for illness in the family must be made before the event, if at all possible, or at the first reasonable opportunity. Failure to formally request the leave either before or during the event may result in leave with pay not being granted. Except in unusual circumstances, leave under this clause may not exceed, at any given time, a maximum of two (2) working days, and an annual maximum may not exceed six (6) working days.

Immediate family is defined as parent, spouse, common-law spouse, same-sex partner, fiancé(e), child, brother or sister, mother-in law, father-in law, step parents, step children, and any relative residing in the same household.

21.07 Long Term Disability (LTD) Benefits

The present benefit package provides for the payment by the Employer of certain benefit premiums when an Employee is receiving Long Term Disability benefits. It is understood that these payments will be made by the Employer for a maximum period of two (2) years. Employees on Long Term Disability do not accumulate annual leave or sick leave credits.

If an employee is approved for Short-Term and/or Long-Term Disability benefits, the Employer will continue to pay the Employer portion of Group insurance benefits. The employee must provide post-dated cheques to pay for the employee portion.

21.08 Re-open for Necessary Amendments

The parties hereto recognize that many of the provisions of this Article are designed to work in concert with the Short Term Disability (STD) and Long Term Disability (LTD) Insurance Plans in effect at the date of signing this Collective Agreement. Therefore, if during the term of this Collective Agreement, any provision of the current STD or LTD Insurance Plans are amended, the parties hereto agree to re-open this Collective Agreement to negotiate any amendments to this Article that may be necessary to ensure that the sick leave provisions contained herein continue to work in concert with the STD and LTD Insurance Plans.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Negotiation Pay Provision

Representatives of the Union (not more than two) shall not suffer any loss of pay or benefits for time involved in negotiations with the Employer.

22.02 Grievance and Arbitration Pay Provisions

Representatives of the Union (not more than two) and the Grievor shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures. The Grievor shall seek permission from their supervisor for time away from work duties. Such permission shall not be unreasonably withheld.

22.03 Leave of Absence for Union Functions

- a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, attend Executive and Committee meetings of CUPE, it's affiliated or chartered bodies and any labour organizations with which the Union is affiliated, shall be allowed unpaid leave without loss of benefits or seniority.
- b) An employee who is elected or selected for a full or part-time position with CUPE Local 2595 or with a Labour organization with which CUPE Local 2595 is affiliated, will be permitted up to twelve (12) months unpaid leave of absence. Extensions of such leave shall not be unreasonably withheld. Seniority shall continue to accrue while on such leave and sick leave and vacation credits which have been accumulated shall be retained. Subject to continued eligibility, the employee shall be allowed to continue all benefit plans specified in Article 24 of this Collective Agreement. They shall pay all premiums involved in the benefit plans. Payments must be made in advance and failure to do so may result in the cancellation of the benefit.

22.04 Leave of Absence for Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow unpaid leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.

22.05 Pay During Leave of Absence for Union Work or Conventions

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall upon receiving an invoice, reimburse the Employer within thirty (30) days for all pay and benefits during the period of absence.

22.06 Bereavement Leave

An employee will be allowed six (6) regularly scheduled working days off without loss of pay in order to make the necessary arrangements and to attend the funeral of a member of their immediate family. An employee will be allowed an additional two (2) regularly scheduled working days off without loss of pay in order to make the necessary arrangements and to attend the funeral of a member of their immediate family, when the funeral is held outside the continental U.S. and Canada.

Immediate family is defined as parent, spouse, common-law spouse, same sex partner, fiancé(e), child, brother or sister, mother-in-law, father-in-law, step parents, step children, and any relative residing in the same household.

In the event of the death of a grandparent, grandchild, brother-in-law, sister-in-law, an employee shall be allowed two (2) working days with pay to attend the funeral plus one day for travel if the funeral is outside the Ottawa region.

In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, at its sole discretion, on request, may grant additional bereavement leave.

22.07 Pregnancy Leave

- a) Pregnancy leave is a leave of absence by reason of an employee's pregnancy.
- b) A pregnant employee whose employment with CBIE started at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- c) An employee who has been employed by the Employer for at least twelve (12) months of continuous employment, who provides the Employer with proof that they are in receipt of employment insurance benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.
- d) Payments made according to the Supplementary Employment Benefit Plan will consist of the following:
 - i) during the first week of leave (the waiting period) the Employer shall continue to pay the employee their regular salary;
 - ii) during the next maximum of fifteen (15) additional weeks, payment equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and eighty-five percent (85%) of the current weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave.

- e) For employees who have completed twelve (12) months of continuous service; the employer shall continue to make the employer's portion of contributions for fringe benefits including the required contributions to the Employee's Pension Plan provided the employee continues to pay their portion. Should an employee elect not to participate in the plan they must do so in writing.

For employees who have not completed twelve (12) months of continuous service; the employer will not make contributions to the fringe benefits or pension plan and the employee shall continue to participate in the benefits plan at their own cost unless they elect in writing not to do so.

- f) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage.
- g) An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- h) An employee can take a shorter pregnancy leave if the employee provides at least four (4) weeks written notice prior to the date they wish to return. An employee may take a longer pregnancy leave (up to a maximum of seventeen (17) weeks) provided that the employee gives written notice four (4) weeks prior to the date the employee was originally to return.
- i) When the employee returns to work, the Employer must reinstate them to the same job at the same wages and benefits. If the original job is not available, they will be assured of reinstatement to a comparable job. Seniority will accumulate during this leave.
- j) An employee must give the Employer at least two (2) weeks written notice of the date pregnancy leave is to begin. Wherever possible, the employee shall submit their notice at least two (2) months prior to the commencement of the leave. An exception will be made in emergency situations.
- k) An employee who qualifies for pregnancy leave cannot be terminated or laid off because of the pregnancy.

22.08 Parental Leave

- a) Parental leave is a leave of absence for a natural parent, adoptive parent or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- b) An employee who is a parent and has been employed by CBIE for at least thirteen (13) weeks before the birth of a child or thirteen (13) weeks before the child came into the parent's custody, care and control for the first time is entitled to thirty-five (35) weeks parental leave without pay in a twelve (12) month period, or sixty-one (61) weeks of leave without pay in an eighteen (18) month period.
- c) An employee who has been employed by the Employer for at least twelve (12) months of continuous employment who provides the Employer with proof that they are in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.

- d) Payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- i) up to a maximum of twelve (12) weeks, payment equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and eighty-five percent (85%) of the current weekly rate of pay for their classification, which they were receiving the last day worked prior to the commencement of the parental leave.
 - ii) Where an employee chooses to take an extended leave up to eighteen months, the employee shall receive the same payment as the standard leave period of up to twelve (12) months. There will be no increase or decrease to the Supplementary Employment Benefit Plan payment for the extended leave period.
- e) For employees who have completed twelve (12) months of continuous service; the employer shall continue to make the employer's portion of contributions for fringe benefits including the required contributions to the Employee's Pension Plan provided the employee continues to pay their portion. Should an employee elect not to participate in the plan they must do so in writing.
- For employees who have not completed twelve (12) months of continuous service; the employer will not make contributions to the fringe benefits or pension plan and the employee shall continue to participate in the benefits plan at their own cost unless they elect in writing not to do so.
- f) An employee can take a shorter parental leave if the employee provides at least four (4) weeks written notice prior to the date they wish to return. An employee may take a longer parental leave (up to eighteen (18) weeks) provided that the employee gives written notice four (4) weeks prior to the date the employee originally was to return.
- g) When the employee returns to work, the Employer must reinstate them to the same job at the same wages and benefits. If the original job is not available, they will be assured of reinstatement to a comparable job. Seniority will accumulate during this leave.
- h) Parental leave may be taken no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee for the first time.
- i) An employee must give the Employer at least two (2) weeks written notice of the date parental leave is to begin. Wherever possible, the employee shall submit their notice at least two (2) months prior to the commencement of the leave.
- j) An employee who qualifies for parental leave cannot be terminated or laid off because of the parental leave.

22.09 Special Leave

Except in the case of a serious fire or flood in the employee's home and provided an employee gives the Employer at least ten (10) days' notice, employees shall be allowed leave of absence with pay and without loss of seniority and benefits for an annual maximum of six (6) days for the following reasons:

Reason	Leave of Absence
Employee's Marriage	Three (3) working days to be taken at the discretion of the employee, but with prior discussion with the Employer.
Formal hearing to become a Canadian Citizen	One (1) day
Divorce or Legal Separation	Up to one (1) day
Serious fire or flood in employee's home	Up to three (3) days
Moving employee's household	Up to one (1) day in any twelve (12) month period
Employee leave for Father or Adoptive parent upon birth of a child or when a child comes into a parent's custody, care and control for the first time.	Five (5) working days; need not be consecutive

22.10 Compassionate Care Family Leave

Employees shall be granted an unpaid leave of eight (8) weeks to provide care or support to a gravely ill family member at risk of dying. During the leave the Employee will continue to accumulate all benefits and seniority under this Collective Agreement. On return from leave, Employees will be placed in their former position.

22.11 Time Off for Elections

Employees eligible to vote shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial, or municipal election or referendum.

22.12 Jury Duty and Witness Duty

The Employer and the Union agree that, in principle, an employee should neither gain nor lose financially by being called for jury or witness duty. An employee serving as a juror or subpoenaed witness will receive their regular pay, however, all fees paid to the employee while serving in this capacity shall be turned over to the Employer. The amount of such fees turned over to the Employer shall not exceed the amount paid to the employee by the Employer while serving in such a capacity. An employee serving as a juror or subpoenaed witness shall continue to accrue seniority for the duration of such leave.

22.13 General Leave

An employee, who has three (3) or more years of continuous employment with the Employer, may request leave of absence without pay for up to a period of one (1) year. To ensure that the Employer is able to have a replacement in place before the departure, the request for the leave shall be in writing, submitted a minimum of two (2) months in advance of the start day and include an overlap of three (3) days. Such leave is subject to approval by the Employer and shall not be unreasonably withheld. Seniority, sick leave and vacation credits which have been accumulated as of the date of leaving shall be retained. Subject to continued eligibility, and approval of the benefit provider, the employee shall be allowed to continue all benefit plans to the maximum allowed by the insurer. They shall pay all premiums involved in the benefit plans. Payment must be made in advance and failure to do so may result in the cancellation of the benefit.

An employee who is returning to employment with the employer shall give the employer as much notice as possible of their intention to return. In no case, however, shall such notice be less than three (3) months.

22.14 Educational Leave

An employee, who has three (3) or more years of continuous employment with the Employer, may be permitted up to twelve (12) months unpaid leave of absence to attend an educational institution on a full-time basis for a program of instruction related to the work of CBIE. Such leave shall not be unreasonably withheld. Seniority, sick leave and vacation credits which have been accumulated as of the date of leaving shall be retained. Subject to continued eligibility, and approval of the benefit provider, the employee shall be allowed to continue all benefit plans to the maximum allowed by the insurer. They shall pay all premiums involved in the benefit plans. Payment must be made in advance and failure to do so may result in the cancellation of the benefit.

An employee who is returning to employment with the employer shall give the employer as much notice as possible of their intention to return. In no case, however, shall such notice be less than three (3) months.

22.15 Self-funded Leave Program

A full-time employee may apply for participation in a prepaid leave program for a one- year leave of absence funded solely by the employee and financed through a deferral of salary in accordance with Part LXVIII of the Income Tax Regulations, Section 6801. The pre-paid leave program shall be subject to the following terms and conditions:

- a) One of the following methods must be chosen to determine the period during which salary is held back and accumulated, the amount and year in which the leave is granted and repayment of deferred salary and interest, if any:
 - i) Two years of deferral of one-third (33%) of annual salary in each year, followed by one year leave of absence.
 - ii) Three years of deferral of one-quarter (25%) of annual salary in each year, followed by one year leave of absence.
 - iii) Four years of deferral of one-fifth (20%) of annual salary in each year, followed

by one year leave of absence.

- iv) Five years of deferral of one-sixth (16%) of annual salary in each year, followed by one year leave of absence.
- b) An employee who wishes to participate in this program must make written application to the President, or their designate stating the intended purpose of the leave at least six (6) months prior to the intended commencement of the program (i.e. the salary deferral portion).
- c) Written applications will be reviewed by the President, or their designate. Leaves requested for the purpose of further formal education will be given priority. Applications for leave requested for other purposes will be granted according to the operational requirements of CBIE. A written approval or denial will be forwarded to the applicant within four (4) weeks of the application submission.
- d) During the years of salary deferral, the percentage of gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of leave or upon withdrawal from the plan.
- e) The manner in which the deferred salary is held shall be at the discretion of the Employer. The number of employees entered into the plan of salary holdback shall be determined by CBIE in accordance with its staffing requirements but shall not exceed a maximum of two (2) full-time employees. The year for purposes of the program shall be September 1st of one year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Employer.
- f) All deferred salary, plus accrued interest, if any, shall be paid to the employee in the same manner as receiving regular pay or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- g) Subject to continued eligibility, all benefits, described in Article 24, shall be kept whole during years of salary deferral and during the period of leave. The existing Employer/employee payment schedule of required premiums will remain in effect. The Premiums and benefits for Short Term Disability, Long Term Disability and Life Insurance are salary based. Therefore during the years of salary deferral and during the period of leave both the premiums and benefits will be reduced for participating employees.
- h) Participating employees will continue to contribute to the pension plan during the years of salary deferral and during the period of leave. Such contributions shall be based on the salary received during the years of salary deferral and the period of leave.
- i) Participating employees will not be covered by WSIB during their period of leave.
- j) Seniority and service for the purpose of vacation and salary progression and other benefits will continue to accrue during the period of leave.
- k) A participating employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months' notice is given to the President, or their designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.

- l) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- m) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, the leave may be postponed. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.
- n) The employee will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job at the same rate of pay.
- o) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. This formal agreement shall be in writing and set out the terms of the plan agreed to and the conditions within. It shall include but not be limited to:
 - i) A statement that the Employee is entering the prepaid leave program in accordance with Article 22.16 of the Collective Agreement;
 - ii) The period of salary deferral and the period for which the leave is requested;
 - iii) The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to form part of such written agreement.

22.16 Professional Development

The employer recognizes professional development as a key component for growth and advancement of CBIE and its employees. In accordance to the CBIE Staff Training and Development Policy, Human Resources will work with the Education Committee to determine training requirements ensuring fair and consistent administration of the policy.

- a) Professional Development opportunities include, but are not limited to, activities for Skills Enhancement, Continuing Education and Language Training (this will include attendance at conferences, networking sessions, courses and programs) consistent with requirements needed to maintain and upgrade in designation.
- b) Written notification will be provided to the employee upon approval or rejection of their request. In the case of rejection, the employee will be provided with the rationale for the decision.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" and Schedule "C" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

23.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex.

23.03 Rate of Pay on Promotion or Reclassification

An employee promoted or reclassified to a higher level position carrying a salary range of pay shall receive the rate of pay and benefits for that position from the time the employee performs the job. For such an employee, the anniversary date for the application of their salary progression shall become the date on which they assume the new position.

When an employee is promoted to a higher level, their salary will be increased to the greater of the starting rate of the new classification or an amount equal to their salary plus five percent (5%) rounded to the next step.

23.04 Acting Salary

When an employee temporarily relieves another employer in a higher paying position or performs the principal duties of a higher paying position for a minimum of three (3) days, at the request of the employer and with the Local's knowledge, the employee shall receive the rate in the acting job that is a minimum of two point five per-cent (2.5%) higher than their existing salary rounded up to the next step in the acting job.

23.05 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

23.06 Automobile Allowance

An employee authorized to use their own automobile for the Employer's business, shall be paid as follows:

- a) Treasury Board rates per kilometre for all travel. All travel shall be calculated from the first day to the last day of each calendar month.
- b) The allowance shall cover travel to and from the employee's place of residence.

23.07 Taxi Allowance

When an employee is called in to work between 9:00 p.m. and 6:00 a.m., or if an overtime or work period ends during this time, taxi service to and from the home of the employee shall be provided by the Employer.

23.08 Educational Allowance

The Employer shall pay the cost of an academic or technical course approved by the Employer. All requests for educational allowance must be submitted in writing to the Employer for consideration and recommendation to the CBIE President.

An advance of 75% of course costs, including texts, will be granted and the remaining 25% will be paid upon successful completion of the course. In the event that the employee does not successfully complete the course, or terminates employment prior to completion, the employee shall reimburse the Employer for the advance or shall have the amount deducted from payroll based on a mutually agreed schedule.

Written notification will be provided to the employee upon approval or rejection of their request. In the case of rejection, the employee will be provided with the rationale for the decision.

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

24.01 Pension Plan

The existing pension plan and its conditions and benefits will remain in force during the life of this Collective Agreement (Schedule "B").

24.02 Employer Contributions to Hospital, Medical and Dental Insurance

Existing conditions affecting hospital, medical and dental insurance will remain in force during the life of this Collective Agreement (Schedule "B").

24.03 Employer Contributions to Group Life Insurance Program

Existing conditions affecting group life insurance will remain in force during the life of this Collective Agreement (Schedule "B").

24.04 Travel Accident Insurance

The Employer shall pay the full cost of the premium for travel accident insurance for all employees in the same amount as that provided to non-union employees, as in present practice.

24.05 Long Term Disability Plan

Existing conditions affecting the Long Term Disability, and Short Term Disability Plans shall

remain in force during the life of this Collective Agreement (Schedule "B").

24.06 Benefit Changes

A copy of the Master Plan Text(s) shall be provided to the Local. The Employer shall, as soon as possible, and in advance of the changes taking effect, inform the members of the Bargaining Unit of any benefit changes.

ARTICLE 25 - HEALTH AND SAFETY

25.01 Health and Safety

The Employer agrees to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

25.02 Occupational Health and Safety Act

The Employer and the Union agree to abide by the *Occupational Health and Safety Act* as amended from time to time.

25.03 Maintenance of Standards

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Workplace, in order to prevent injury and illness.

25.04 Joint Health and Safety Committee

- (a) A joint management and employee health and safety committee shall be constituted with representation of an equal number of Union and Employer representatives. The purpose of the committee is to identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least every three (3) months.
- (b) Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer.
- (c) Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.
- (d) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

25.05 Monthly Inspections

- (a) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and shall report to the health and safety committee the results of their

inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

- (b) In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked.

25.06 Full Cooperation

The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

25.07 Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

25.08 Day of Mourning

Each year on April 28th at 11:00 a.m., members of the local may observe one minute of silence in memory of workers killed or injured on the job.

25.09 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure, and steps 1 and 2 of the grievance procedure may be bypassed.

25.10 First Aid Kits

A First Aid Kit shall be supplied by the Employer in an appropriate location on the premises.

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.01 Technological Change - Advance Notice

The Employer shall notify the Union three (3) months before the introduction of any technological change which would result in a reduction of the work force, in order to provide opportunity for joint consultation.

ARTICLE 27 - GENERAL CONDITIONS

27.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and break periods.

27.02 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.03 Meeting Facilities

The Employer agrees to the use of its premises as requested for Union meetings during non-working hours.

27.04 Employee Appraisals

The Employer shall conduct appraisals of employees on a yearly basis (probationary employees will be evaluated as per Article 15.07) and may prepare work plans with each employee every six (6) months. Appraisals will be related to the employee's job description and work plans. The implementation timeline, process and template for evaluations shall be shared with the Union.

27.05 Letter of Reference

On termination of employment, the Employer shall provide a letter of reference on request.

ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS

28.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. This Agreement may be re-opened by mutual consent of the parties hereto.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall distribute the Agreement in an electronic format. Additionally, the Employer shall assume the

cost of making sufficient copies of the Agreement and distribute them as requested within sixty (60) days of signing the Agreement.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other notice in writing at any time within six (6) months prior to termination, that it desires its termination or amendment. Within fifteen (15) days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

30.02 Changes in Agreement

This Collective Agreement may be reopened by mutual consent of the parties. Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement.

30.03 Agreement to Continue in Force

Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the legal right to strike or lockout accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revisions in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

30.04 Retroactive Pay for Terminated Employees

An employee who has severed their employment in the period of time between the expiry date of the Collective Agreement and the effective date of a new Collective Agreement shall receive any agreed upon retroactivity of any increase in wages on a pro rata basis for all time worked during that period.

IN WITNESS therefore the Parties hereto have this 13 day of October, 2022 executed this Agreement by the hands of their proper signing officers.

**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES AND ITS
LOCAL 2595**

Alissar Hajjar

Alissar Hajjar (Oct 13, 2022 15:29 EDT)

Alissar Hajjar

Marie-Eve Plante

Marie-Eve Plante

Mathieu Tessier

Mathieu Tessier

**ON BEHALF OF THE CANADIAN BUREAU
FOR INTERNATIONAL EDUCATION**

Lauren Moore

Lauren Moore

Angélique Labine-Fortin

Angélique Labine-Fortin

:mh/cope491

SCHEDULE A

Job Classifications

Group 2	Administrative Assistant
Group 3	Program/Project Administrator Program/Project Coordinator
Group 4	Program/Project Officer Event Planner
Group 5	Academic Manager Program/Project Manager Manager, Professional Development Manager, Community Engagement

SCHEDULE B

Benefit Plan Provisions as of December 1, 2013

Type of coverage	Employer contribution
1 <u>Group Life</u> 3 times annual salary to maximum of \$350,000 (Non-Evidence Limit - \$250,000)	75%
2 <u>Accidental Death and Dismemberment</u> Equal to Group Life Plan in case of accidental death. In event of loss of limb, etc., according to established schedule	75%
3 <u>Dependent Life</u>	75%
4 <u>Supplemental Health Care</u> <ul style="list-style-type: none">• Semi-Private• Major medical• Dental	75%
5 <u>Short Term Disability</u> Benefit will be tax free	NIL
6 <u>Long Term Disability</u> Benefit will be tax free	NIL
7 <u>Pension Plan</u> 15% of employee's gross salary paid into pension plan	66 2/3%

SCHEDULE C
CBIE Salary Ranges

YEAR 1 - April 1, 2022, to March 31, 2023 (1.5% wage increase)

	Start Rate	Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven
Group 1	39,112	40,090	41,091	42,118	43,172	45,546		
Group 2	44,318	45,426	46,562	47,725	48,919	50,142	52,900	
Group 3	53,188	54,518	55,882	57,277	58,710	60,176	63,487	
Group 4	59,904	61,402	62,937	64,510	66,125	67,777	71,505	
Group 5	66,623	68,287	69,993	71,744	73,538	75,375	77,261	81,510

YEAR 2 - April 1, 2023, to March 31, 2024 (2.25% wage increase)

	Start Rate	Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven
Group 1	39,992	40,993	42,016	43,066	44,143	46,571		
Group 2	45,315	46,448	47,610	48,799	50,020	51,270	54,090	
Group 3	54,385	55,744	57,139	58,566	60,031	61,530	64,916	
Group 4	61,252	62,784	64,353	65,962	67,613	69,302	73,114	
Group 5	68,122	69,824	71,568	73,359	75,192	77,071	78,999	83,344

YEAR 3 - April 1, 2024, to March 31, 2025 (2.25% wage increase)

	Start Rate	Step One	Step Two	Step Three	Step Four	Step Five	Step Six	Step Seven
Group 1	40,892	41,915	42,961	44,035	45,137	47,619		
Group 2	46,335	47,494	48,681	49,897	51,145	52,424	55,307	
Group 3	55,608	56,999	58,425	59,884	61,381	62,915	66,376	
Group 4	62,630	64,197	65,801	67,446	69,134	70,861	74,759	
Group 5	69,654	71,395	73,179	75,009	76,884	78,805	80,777	85,219

It is understood that cost of living adjustments will be applied each year and a freeze to the anniversary step increases will remain in place for the duration of this Agreement. A one-time step adjustment will be made for all staff actively employed on April 1, 2022.

All members of the bargaining unit, who are actively employed on the date of ratification of this Agreement, shall receive the corresponding increases in wages retroactive to April 1, 2022.

All members of the bargaining unit, who are actively employed on the date of ratification of this Agreement, shall receive a one-time lump sum signing bonus in the amount of \$500.

Retroactive payment and signing bonus shall be paid within 45 days following ratification.

Notes:

The last step in each Group was calculated by adding 5.5% to the new rate in the second last step;

In each Group a 2.5% differential was calculated between each of the steps from the second last step to the Start Rate.

LETTER OF UNDERSTANDING

1. Re: Job Evaluation:

Both parties agree to discuss the current Letter of Understanding – Job Evaluation, before March 31, 2020, and work collectively towards a new approach to job evaluation taking into consideration the unique nature of CBIE's work.

It is recognized by both parties that progress has been made in moving forward with job evaluation. Specifically, the Joint Job Evaluation Committee (JJEC) has finalized the Job Evaluation Program as well as collectively developed terms of reference for the JJEC to implement and maintain a gender-neutral job evaluation program.

As part of the implementation of this program, it is agreed that a job questionnaire will be developed to capture relevant job-related data for each position as a complement to the job description. The JJEC will employ both the up-to-date job description and the completed job questionnaire in conducting the evaluation of positions.

Job evaluation will be implemented going forward on the basis of the following:

1. It is agreed that a JJEC shall be formed with equal representation from the parties (no more than 4 representatives from either side).
2. Selected individuals involved must be knowledgeable about all levels, groups and roles that exist within CBIE.
3. The mandate of the JJEC shall be to implement and maintain a gender-neutral job evaluation program thus ensuring a fair and transparent process for the evaluation of all existing, new and revised bargaining unit positions.
4. All bargaining unit positions will be included in the job evaluation process.
5. Outside advisors may be beneficial to the parties and may be engaged at any point in the process.
6. The parties recognize that in order to ensure the successful implementation and ongoing maintenance of the job evaluation program, it is not beneficial to establish a fixed completion date, however the parties agree to meet at minimum every two (2) months.
7. Any costs related to maintaining the job evaluation program will be borne by the Employer.
8. Should the parties disagree; the matter will be forwarded to a single arbitrator in accordance with Article 12 – Arbitration.

2. Re: Reorganization/Redundancy

CBIE management shall notify the Union thirty (30) days in advance of any reorganization or redundancy of a classification taking effect. Management will then meet with Union representatives to allow input into how the implementation will take place.

3. Re: Hybrid/Remote Work Arrangements

The parties recognize the value and benefit of hybrid/remote work arrangements in contributing to a positive work environment and in promoting work-life balance.

The employer is committed to developing and implementing a policy in early 2023 and the following guiding principles will apply:

1. The employer bears responsibility for determining its operational and organizational needs.
2. Hybrid/remote work arrangements shall be offered as a privilege and not a guaranteed entitlement.
3. CBIE offices will remain available for staff to work at any time during the regular work week/office hours.
4. Employee participation will be voluntary and those participating must work a minimum number of days per month in the office as determined by the employer.

Remote work shall be defined as carrying out regularly assigned duties at the employee's home, or at another location mutually agreed upon.

Employees working remotely will have access to necessary IT support in order to complete their work. Staff must meet a minimum IT threshold as defined by the employer in order to minimize network security risks.

While performing remote work, employees retain all rights and benefits of the Collective Agreement during the hours the employee is working. Salary, benefits, and job responsibilities will not change due to participation in Hybrid/remote work.

Prior to terminating a remote work arrangement, the Employer must advise the employee and the Union in writing at least one (1) month in advance as to the reasons for terminating the agreement.

Employees will have until December 21st, 2022, to return any loaned IT equipment to CBIE.