

# **COLLECTIVE AGREEMENT**

**between**

**Algonquin**



**ASSOCIATION**

**and**

***CUPE*** / Canadian Union  
of Public Employees  
**and it's Local 5154**

**July 1, 2022 to June 30, 2025**

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## **ARTICLE 1 – RECOGNITION AND SCOPE**

**1.01** The Employer recognizes the Canadian Union of Public Employees and its Local 5154 as the sole and exclusive bargaining agent for all of its full-time employees and replacement employees below the rank of manager, save and except for positions hired for terms of one year or less and the positions of Administrative Assistant and Executive Assistant.

### **1.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimentation, emergencies when regular employees are not available, unforeseen incidental duties or when term employees (as per Article 1.01) or part-time employees are required in addition to the normal full-time bargaining unit complement.

### **1.03 Gender Neutral Pronouns**

In this agreement, the pronouns “they/them/theirs” are used to denote gender neutral persons both singular and plural.

## **ARTICLE 2 – CONFIRMATION OF EMPLOYMENT**

**2.01** All full-time appointments will be confirmed in writing and signed by the hiring manager on behalf of the Employer. This written confirmation will specify the position, salary range, starting salary, and probation period. Each employee will receive this letter before commencement of employment.

**2.02** The Union recognizes the Employer's right to credit prior experience at the time of hiring.

### **2.03 Union Membership**

Within thirty (30) days of employment, all employees of the Employer shall, as a condition of employment become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. Payment of Union dues will be mandatory for all bargaining unit members, save and except members working on acting assignments outside the bargaining unit.

## **2.04 Collection of Dues**

The Employer shall remit the amount of the regular Union dues, initiation fees, or assessments levied by the Union on its members to the National Office of the Canadian Union of Public Employees, copied to the Local's Treasurer, twenty (20) days following the month in which they were collected. Each such remittance shall be accompanied by a list of employees' names, employment status and hours worked, job title/classification, rate of pay, if they are on a leave of absence and dues remitted. Contact information including home addresses, phone numbers will be updated by the Employer and provided to CUPE Local 5154 Recording Secretary or designate on an annual basis.

For the deduction of Union dues, gross salary includes the employee's regular salary plus retroactive salary adjustments and acting pay.

## **ARTICLE 3 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **3.01 Representatives**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

### **3.02 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed and consist of three (3) members of the Canadian Union of Public Employees, Local 5154. Attendance throughout the negotiations process will be considered time worked paid by the Employer. Members will not be paid beyond 35 hours per week nor will they receive compensation during a labour disruption including a strike. The Union will advise the Employer of the Union nominees to the Committee no less than three (3) weeks in advance of the start-date of the bargaining process.

### **3.03 Function of Bargaining Committee**

All matters of mutual concern pertaining to collective bargaining, and the renewal of the Collective Agreement shall be referred to the Bargaining Committee for discussion and settlement.

### **3.04 Meetings 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. However, such meeting must be held within twenty (20) working days after the request has been given or such other date as mutually agreed.

### **3.05 Representatives of the Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative will notify the Employer in advance in order to have access to the Employer's property in order to investigate and assist in the settlement of a grievance or other workplace related issues.

### **3.06 Labour/Management Committee**

- a) A Labour-Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The parties agree that in all their deliberations they will seek to promote effective operations, to provide the highest level of service to the clients, and to create a positive work environment for all employees.
- b) The Committee shall meet on an ad hoc basis, but, unless otherwise agreed, no more than once every two (2) months at a mutually agreeable time and place. Each side shall provide the other with agenda items, which they wish to have discussed at this meeting, one week in advance of the meeting. Employees shall not suffer any loss of regular straight time wages for time spent in meetings of this committee during their scheduled hours.
- c) Minutes to each meeting of the Committee shall be prepared by the Employer within one (1) week as promptly as possible after the close of the meeting. The minutes shall be checked and signed by a Union representative on the Committee and an Employer representative on the Committee prior to circulation.
- d) The work of the Committee shall not supersede or replace 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 4 – MANAGEMENT RIGHTS**

**4.01** The Bargaining Unit agrees that the Employer has the exclusive right to manage and operate its business, to direct its work force, to determine the size of its work force, and to establish, maintain, revise and enforce reasonable policies, practices, procedures, regulations and rules to this end. Without limiting the generality of the foregoing, except where expressly modified by this agreement, it is the exclusive function of the employer to: suspend, discharge, or discipline employees for just cause, to hire, promote, demote, classify, transfer or lay off employees. Any exercise of these rights in conflict with any of the provisions of the agreement shall be subject to the grievance procedure as set out herein.

### **4.02 New Methods**

The Bargaining Unit also agrees that the Employer has the right to study or introduce new or improved production methods or facilities and the Bargaining Unit agrees to cooperate with the Employer in the installation of any such methods and in ensuring its bargaining members participate at any educational/training sessions the Employer deems necessary for the operation of/familiarization with such new methods.

All time spent in mandatory attendance at a training session will be considered as time worked. This clause does not apply to professional development.

### **4.03 Residual Rights**

The Employer retains all rights not otherwise specifically covered in the Agreement, provided however, that any exercise of these rights in conflict with any of the provisions of the Agreement shall be subject to the provisions of the grievance procedure as set out herein.

## **ARTICLE 5 – STRIKES AND LOCKOUTS**

### **5.01 No Strikes or Lockouts During Term**

There shall be no strikes or lockouts during the term of this Agreement. In the event of strikes, lockouts or other similar problems involving suppliers of goods and service, the Employer and the Bargaining Unit agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavor to solve such problems in the best interest of the Employer, the Bargaining Unit and the employees.

## **5.02 Pre-approved Vacation Payment during a Strike/Lockout**

If the employer has approved scheduled vacation for an employee before a strike commences or before a lock out occurs, the employer shall pay to the employee the vacation pay that would have been paid to them with respect to that vacation.

If an employee has approved vacation during a strike/lockout and elects to cancel said vacation, the employee will contact the employer in writing prior to the commencement of the scheduled vacation time to cancel their vacation leave. Any canceled vacation leave credits will be returned to the employee's vacation leave bank.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

### **6.01 Commitment of the Parties**

The parties to this Agreement share the desire to resolve as quickly as possible all complaints arising from the application or interpretation of this Collective Agreement.

### **6.02 Definition of a Grievance**

A grievance under this Agreement is any difference or dispute between the Employer and the Union concerning its interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is grievable.

### **6.03 Time to Discuss Grievance During Working Hours with Approval**

The Employer recognizes that a grievor and the Union Steward shall be entitled to discuss a grievance during working hours. The Union recognizes that every employee is employed to perform full-time work for the Employer and that the employee or the steward will not leave their work without prior approval from the General Manager or his/her delegate.

### **6.04 Step 1 – Submission of the Grievance in Writing**

Either party to this Agreement may file a grievance with the other party. No grievance shall be considered unless presented in writing to the opposite party within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee. A grievance lodged by the Union, shall be addressed to the General Manager of the Corporation. The Grievance shall state the name

of the Grievor, where applicable, a brief statement of the facts giving rise to the grievance, the Articles alleged to, have been violated and the remedy requested.

#### **6.05 Step 2 – Grievance Meeting**

A grievance meeting shall be held between the parties within ten (10) working days after receipt of the written grievance by the General Manager, who shall render their decision concerning the grievance within ten (10) working days after the date of the meeting.

#### **6.06 Resolution of Grievances**

All decisions and resolved grievances arrived at between the General Manager and the Union shall be final and binding upon the Employer, the Union and the aggrieved employee or employees.

#### **6.07 Attendees at the Grievance Meeting**

The grievance meeting referred to at Step 2 of the grievance procedure may be attended by the grievor, and a Union Steward. Time off with pay, shall be granted to these employees in order to attend the meeting.

#### **6.08 Referral to Arbitration**

Should a satisfactory settlement not be reached at Step 2, the dispute may be referred to final and binding arbitration within twenty (20) working days following the issuance of the General Manager's written decision.

#### **6.09 Mediation and Impact on Timelines for Referral**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Article 6.08 above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the referral to arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

### **ARTICLE 7 – ARBITRATION**

#### **7.01 Selection of the Arbitrator**

When either party is in receipt of a request to refer a grievance to arbitration, a discussion between the General Manager and the CUPE National Representative or their designates will attempt to reach mutual agreement on a single arbitrator within ten (10) working days. If the parties

fail to reach mutual agreement on a single arbitrator, either party may request the Ministry of Labour appoint a single arbitrator or the parties may agree to use a board of arbitration in which case the procedure outline in 7.02 shall apply.

#### **7.02 Board of Arbitration**

Each party will submit, in writing to the other party, the name of its nominee to the board of arbitration within ten (10) working days. The nominees will select a Chairperson within fifteen (15) working days of their appointment.

#### **7.03 Powers of the Arbitrator**

The arbitrator or arbitration board shall not have the power or authority to alter, amend or substitute any of the provisions of the Agreement.

#### **7.04 Binding Effect of Arbitration**

The arbitrator or arbitration board shall hear and determine the grievance and shall issue a decision which shall be final and binding upon the parties, and upon any employee affected by it, subject to the right of a judicial review.

#### **7.05 Mandatory Timelines**

The arbitrator or board of arbitration shall have no power to extend the time for the taking of any steps under the grievance and arbitration procedures. Section 48 (16) of the Ontario Labour Relations Act has no application to this Agreement.

#### **7.06 Expenses of Arbitration**

Each party shall pay:

- a) The fees and expenses of any nominee it appoints.
- b) One-half of the fees and expenses of the Chairperson or single arbitrator.

#### **7.07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent in writing of the parties to this Agreement.

## **ARTICLE 8 – DISCHARGE, SUSPENSION, AND DISCIPLINE**

### **8.01 Discipline**

The authority to suspend, discharge or otherwise discipline an Employee rests with management. The Employer must have just cause to discipline, suspend or discharge any employee who has completed their probationary period.

When the Employer has decided to discipline an Employee in the form of a written reprimand, suspension or discharge, the Employer shall have a meeting with the Employee in the presence of a Union Steward. The parties understand that the purpose for the attendance of the Steward at the meeting is to advise and support the Employee.

The Employee and the Union shall be advised in writing by the Employer within three (3) working days of this meeting of the reason for such written reprimand, suspension or discharge.

### **8.02 Rights to a Union Steward**

Where a manager intends to interview an employee, which may result in disciplinary actions, the manager shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

If, at any time during a conversation with an employee, the Employer discovers information that could potentially lead to discipline; the Employer shall immediately stop the conversation and reschedule the remainder of the interview with the presence of a Union Steward.

### **8.03 Employee Access to Personnel File**

Upon request, an employee has the right to review information contained within their personnel file in the presence of the General Manager or their designate.

The employee has the right to make copies of any information they have access to.

### **8.04 Letters of Censure, Reprimand or Criticism**

In the case of letters of censure, reprimand, or criticism being added to an employee's file, the employee concerned shall be notified. In the event of an alleged distortion or error, the employee concerned shall have the right

to comment and provide material pertinent to the alleged distortion or error. In the event that management agrees that an error has been established, the file shall be corrected and the erroneous material removed.

The record of an employee shall be cleared and not used against him or her in connection with any disciplinary action in the following instances:

- a) Letters of reprimand (other than for disciplinary suspension) issued to an employee will be removed from an employee's file when (18) months have elapsed since the date the letter was issued provided there has been no further discipline during this period.
- b) Letters of disciplinary suspension issued to an employee will be removed from an employee's file when twenty-four (24) months have elapsed since the date the disciplinary suspension letter was issued provided there has been no further discipline during this period.

#### **8.05 Confidentiality Obligations**

If confidentiality is breached by any employee in the Bargaining Unit in the exercise of their functions, such breach could constitute just cause for their immediate dismissal from the Association notwithstanding any other provisions in the Collective Agreement.

### **ARTICLE 9 – SENIORITY**

#### **9.01 Seniority Defined**

Seniority is defined as the length of continuous service in the bargaining unit with the Employer from the first day of full-time employment worked provided the employee has successfully completed their probationary period. Subject to the provisions of this Agreement, seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls. Seniority shall operate on a Bargaining Unit- wide basis. Where two (2) or more new employees commence work on the same day, seniority shall be determined based on the date and time stamp of the acceptance email from the new hire for the position.

#### **9.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced which shall be posted in the workplace in July each year or at the time of a layoff, or additionally, as requested, by the President or designate of CUPE Local 5154.

### **9.03 Probation for Newly Hired Employees**

Newly hired employees shall be considered on a probationary basis for one-hundred twenty (120) active days of employment worked from the date of hiring.

For newly hired full time employees who were employed in a term position within the SA at the date of hiring, the Employer will credit equivalent time worked in the term position toward the completion of the probation period, up to a maximum 90 active days of employment.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge and to benefit plans which commence upon successful completion of the probationary period and subject to the provisions of the carrier. The employment of probationary employees may be terminated at any time during the probationary period without recourse to the grievance or arbitration procedures. Seniority shall be effective from the first day of the most recent date of employment.

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

A representative of the Union will be given an opportunity to meet with each new employee to acquaint them with the structure, benefits and duties of the Union membership within regular working hours and without loss of pay for either employee.

### **9.04 Loss of Seniority**

Subject to the terms of this agreement, an employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall lose their seniority and shall be deemed to be terminated in the event:

- a) they are absent from work in excess of five (5) calendar days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- b) they are discharged for just cause and are not reinstated.
- c) they resign and do not rescind their resignation by the end of the next working day. Each employee will be limited to utilizing this one (1) day grace period one (1) time only during the term of this Agreement.

- d) The employee is laid off for a period longer than (2) years
- e) The employee is absent from the workplace due to illness or injury for a period in excess of two (2) years.
- f) the employee fails to return within ten (10) working days after the date they are sent notice of recall, via registered mail at the last address provided to the employer.

**NOTE:** That the parties acknowledge that the two (2) year period set out in item 9.05 (e) is a guideline which may be subject to variation on case by case basis, however, will not be less than two (2) years.

#### **9.05 Effects of Extended Leave of Absence on Seniority**

If any employee is away on Educational or Personal Leave approved by the Employer without pay for any period longer than four (4) weeks, then the seniority accrued up to the point of departure will be equal to the seniority upon recommencement of work. No seniority will be accumulated during the period of absence. However, the employee will be returned to their wage rate and substantive position unless the job no longer exists.

#### **9.06 Transfers and Seniority outside of the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee does take a position permanently outside of the bargaining unit, they shall lose all their seniority that they previously held, and will no longer have any rights or entitlements with regards to the Collective Agreement.

If an employee transfers outside of the bargaining unit temporarily, they shall retain their seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority while being outside of the bargaining unit. The employee shall have the right to return to the bargaining unit within six (6) months from the date that they left the bargaining unit to take the non-bargaining unit vacancy and may return to the position they held immediately prior to leaving the bargaining unit. Upon their return to the bargaining unit, their seniority which they previously held shall be reinstated to the level that existed at the time they left the bargaining unit. The time limit outside of the bargaining unit, may be extended up to a maximum of eighteen (18) months upon the mutual agreement of the parties.

## **ARTICLE 10 – TERM EMPLOYEE**

### **10.01 Term Employee**

A Term Employee is an employee hired by the Employer to:

- a) perform a definite term or task, for a term of one (1) year or less and for which a beginning and termination date is specified;
- b) The Employer agrees that any such term work will not be a substitute or alternative to permanent positions and or ongoing work in the bargaining unit.

### **10.02 Extension of Term Positions**

In the event the Employer decides to extend any term position beyond the term of one (1) year, as outlined in 9.07 above, the parties shall meet at a mutually agreed upon time to discuss the position details and whether the term position(s) should be transitioned permanently into the bargaining unit. In advance of any such meeting, the Employer shall provide the Union with the following information for the term position(s) under review: a job description, the position commencement and termination date and a brief summary of the intended purpose for this position. Any subsequent term position(s) extensions must be mutually agreed to by the parties.

### **10.03 Transitioning of a Term Position into the Bargaining Unit**

Term employees shall not be included in the bargaining unit. In the event the Employer agrees to transition a Term Position into the bargaining unit permanently, the parties shall meet to discuss any transition related employment terms and conditions, if any, that are not specifically outlined in the collective agreement.

## **ARTICLE 11 – POSTING AND STAFF CHANGES**

### **11.01 Job Posting**

When a vacancy occurs or a new position is created, the Employer shall notify the Bargaining Unit via email no later than fifteen (15) days from the departure of the incumbent and within fifteen (15) days of the creation of any new positions. Position vacancies shall be posted/advertised within twenty (20) days of a position becoming vacant. The Employer may simultaneously advertise the position externally. The period of time for making application will be at least seven (7) calendar days.

### **11.02 Content of Posting Notice Union Amendment**

Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary range or rate. Those qualifications may not be established in an arbitrary or discriminatory manner.

### **11.03 Internal Candidates to Be Given Priority**

No external applicant shall be considered for a posted vacancy prior to the completion of the internal selection procedures - i.e. Completion of interviews or any other qualifying criteria/processes.

In the event the Employer decides that an internal applicant does not meet the requirements of the job, the applicant shall be sent notification of the Employer's decision before any external candidates are considered.

At the request of the Union, the Employer will disclose to the Union the dates of receipt of all applications internally and externally, and the dates and times of when the applicants' information was released for consideration.

### **11.04 Selection Criteria**

Both parties recognize the principle of promotion within the service of the Employer. In all cases involving the filling of vacancies, promotions and transfers, employees shall be considered on the basis of skills, abilities, qualifications, and experience. In the case where two or more employees are determined to be relatively equal, seniority shall be the determining factor.

In cases of promotion requiring higher qualifications or certification where no internal candidate is qualified, the Employer may give consideration to the senior Employee who does not possess the required qualifications, but who has completed some of the formal qualifications/certification, prior to the posting of the vacancy. In such instance, the Employer may establish deadlines for the successful completion of the remaining qualifications/certification, within a specified period, as a condition of the Employee remaining in the position.

### **11.05 Trial Period Applicable to Promotions (Not Applicable to New Employees)**

The successful applicant for a promotion shall be subject to a trial period for three (3) months worked. The successful applicant will also receive orientation support in the new position during the trial period. Such promotion shall become permanent upon satisfactory performance during

the trial period. In the event that, during the trial period, the successful applicant proves unsatisfactory in the position, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

#### **11.06 Persons with Disabilities and Elderly Worker Provisions**

An employee who has been incapacitated by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform their regular duties, every effort will be made to employ them in other work which they can do, without regard to other seniority provisions of this agreement, except that such employee may not displace any employee.

#### **11.07 Professional Development**

The Employer will maintain a system of professional development so that every employee will have the opportunity of receiving professional development and increase their likelihood of qualifying for promotion.

Employees will make the request for professional development to their direct manager. The employer will respond to the employee's request within thirty (30) days, outlining acceptance of the request, modifications, or denial of the request. Such reasons for the denial will be shared with the employee upon request.

#### **11.08 Correspondence**

- a) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the General Manager or designate and the Secretary of CUPE Local 5154 with a copy to the President of CUPE Local 5154. This shall not apply to grievance responses.
- b) Any correspondence on discipline or suspension, termination, layoff or recall, will be forwarded to the CUPE National Representative and copied to the Chief Steward, President and or designate of the Local.

## **ARTICLE 12 – HOURS OF WORK**

### **12.01 Regular Hours of Work**

The normal work week for full-time employees shall be seven (7) hours per day, thirty-five (35) hours per week, over any seven (7) day period with two (2) consecutive days off, exclusive of the unpaid and uninterrupted lunch period of one (1) hour per day.

All employees shall be permitted a paid fifteen (15) minute rest period both in the first half and the second half of a shift. Where circumstances warrant, this schedule can be amended with four (4) weeks written notice to the affected employees as well as to the Union. In addition, the Employer will make a concerted and reasonable effort to meet with the affected employee in person to inform them of the changes to the schedule.

The parties recognize that the above noted hours of work apply to all positions in the bargaining unit, save and except for positions within Theatre Operations, Food Services and Events Programming, including the Fitness and Lifestyle Coordinator, provided the Employer schedule does not exceed seventy (70) hours over a two (2) week pay period, and provides two (2) consecutive days off per work week for the employee. Due to the nature of these operations, the Employer may be unable to provide the notice as written above from time to time.

The Employer agrees that employees will not be expected to work split shifts except in cases of overtime.

### **12.02 Flextime Schedules (in May, June, July and August only)**

Employees may request in writing to work a flex-time schedule, for the period beginning May 1<sup>st</sup> and ending the Friday in August two weeks prior to the first day of class, subject to the approval of the employee's manager. Requests for flex-time shall not be considered until vacation entitlements have been approved for all employees within the department.

Such schedule cannot exceed nine (9) hours per day or seventy (70) hours per pay period. The parties agree that employees working a flex-time schedule must provide the necessary level of service required in each area.

The Employer reserves the right to refuse, accept, or amend these requests. However, subject to the terms of this Article, any request for flex-time hours will not be unreasonably denied. Both parties recognize that not all employees are eligible for flex hours.

### **12.03 Overtime**

Hours worked by employees in excess of thirty-five (35) hours per week or 7 hours per day shall be considered over time.

Employees who work overtime shall either:

- a) be compensated for hours worked at a rate of 1.5 hours per 1 hour worked; or
- b) if the Employer and employee agree, be entitled to "bank" overtime hours worked at a rate of 1.5 hours per 1 hour worked

### **12.04 Accumulation of Overtime**

In the event that the Employer and employee agree that the employee shall "bank" overtime hours worked, as above, the following rules shall apply:

- a) the employee shall be permitted to bank a maximum of 28 hours overtime, or for more certainty, 42 hours of straight time (28 x 1.5) for the purpose of having time off in lieu of overtime;
- b) such time off shall be taken at a mutually agreeable time within three (3) months of the work week in which the overtime was earned or, by mutual agreement, within twelve (12) months of that work week;
- c) Because of scheduling difficulties if such leave cannot be taken within the prescribed time, the time in question will be paid out.

### **12.05 Liquidation of Overtime**

All overtime and time-off-in-lieu shall be liquidated at the rate of pay at which it was earned.

### **12.06 Meal Allowance - (Overnight)**

If an employee is assigned to travel outside of Ottawa and/or Pembroke in the course of their duties and to remain there overnight in the course of their duties, they shall be entitled to receive an overall meal allowance as per corporate policy.

## **12.07 Authority for Overtime Work**

All overtime must be approved in advance in writing by the General Manager or their designate.

## **ARTICLE 13 – HOLIDAYS**

### **13.01 Paid Holidays**

The Employer shall recognize the following as paid holidays:

Good Friday  
Victoria Day  
Canada Day  
Civic Holiday in August  
Labour Day  
Thanksgiving Day  
Family Day

A paid holiday break shall be declared each year between Christmas and New Year's Day inclusively. This period shall coincide with the holiday period designated by Algonquin College.

### **13.02 Floating Days**

The Employer agrees to grant employees two (2) floating days off with pay to be taken on a day mutually agreed upon between the Employer and the Employee. Floating days are not accumulated and will be lost if not used during the year.

### **13.03 Holidays Falling on Employee's Day Off**

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

### **13.04 Holiday Entitlements during Unpaid Leaves of Absence**

Employees will not be entitled to holidays/pay occurring during periods of unpaid leave, except to the extent strictly required under the *ESA* as amended and or the Ontario Human Rights Code.

## **ARTICLE 14 – VACATIONS**

### **14.01 Vacation Entitlement**

Employees will less than four (4) years of service shall receive annual vacation with pay in the amount of fifteen (15) working days of vacation time each year. Employees who have been employed for four (4) years but less than fifteen (15) years will receive annual vacation time with pay in the amount of twenty (20) working days each year. Employees who have been employed for fifteen (15) years or more will receive annual vacation time with pay in the amount of twenty-five (25) working days each year. Vacation pay shall be based on the corresponding percentage of wages earned (i.e. 6% for 15 days, 8% for 20 days, and 10% for 25 days). The Employer reserves the right to refuse the timing of an employee's vacation in order to maintain minimum staffing levels. In the event of a conflict between two employees' vacation requests, the most senior employee shall be given preference. Employees are entitled to take a minimum of two (2) consecutive weeks of vacation annually.

### **14.02 Use of Unearned Vacation Credits**

When planning for vacation, an employee may apply to the General Manager or to their designate to use unearned vacation credits up to a maximum of ten (10) working days, at the full discretion of the employer.

### **14.03 Unused Vacations**

Except in cases where annual leave is allowed to be carried over, if an employee is unable to have their vacation as a result of work demands at the discretion of the General Manager or their designate, the unused vacation entitlements shall be paid at the basic salary earned immediately prior to payment.

### **14.04 Partial Vacation Entitlements**

Employees may take vacation entitlements on a pro-rated basis after six (6) months of continuous service.

### **14.05 Vacation Entitlements during Unpaid Leaves of Absence**

Employees will not accumulate vacation pay during leaves of absence, unless required under the *Employment Standards Act* as amended and or the Ontario Human Rights Code.

**14.06 Paid Holidays during Vacations**

If a paid holiday falls or is observed during an employee's vacation period, they shall not be charged a vacation day for a holiday that falls during the employee's vacation period.

**14.07 Rate of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period.

**14.08 Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. If any vacation is owed to the Employer, this shall be deducted from their final pay or otherwise recovered from the employee and the employee shall sign an authorization specifically setting out the amount to be recovered.

**14.09 Bereavement Leave During Vacation**

Where an employee's scheduled vacation is interrupted due to a death as defined in Article 15 (Bereavement Leave), the portion of the employee's vacation days which have been deemed to be leave under Article 15, will be returned to the employee's vacation bank.

**ARTICLE 15 – SICK LEAVE PROVISIONS**

**15.01 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 or disabled, or because of an accident, which is not compensable under the Workplace Safety and Insurance Act.

**15.02 Sick Leave Entitlements**

Sick leave shall be granted on the basis of one and one quarter (1 1/4) days for every full calendar month of service and shall be cumulative to a maximum of twenty (20) days.

### **15.03 Doctor's Certificate**

The Employer may request a doctor's certificate to validate absences due to illness which are longer than two (2) consecutive days or which exceed ten (10) days in any one calendar year. The cost for said certificate shall be borne by the Employer.

### **15.04 Transfer of Vacation Entitlements or Overtime Credits**

If an employee has depleted their sick leave credits, they may request that their annual vacation entitlements or overtime credits be used to cover the deficiency, and such request shall be considered by the General Manager or designate but is not subject to automatic approval.

### **15.05 Sick Leave Without Pay**

Sick leave without pay may be granted to an employee who does not have sufficient sick leave with pay credits. Such entitlements may be granted for a period not to exceed the existing length of the waiting period under the Students' Association Weekly Indemnity Plan.

### **15.06 Leave Credits During Leave of Absence or Layoff**

When an employee is given leave of absence without pay, or is on layoff they shall not receive additional sick leave credits during the period of such absence, but shall retain their cumulative entitlements, if any, existing at the time of such leave.

### **15.07 Advance of Sick Leave**

When an employee is sick but has exhausted all of their sick leave, they may be granted an advance of sick leave credits to a maximum of ten (10) days at the discretion of the General Manager or their designate. Upon return to work, the employee shall repay in full the amount of advanced sick leave credits at the rate of one (1) day per month. Should the employee leave the employ of the Students' Association prior to the full repayment of the advanced sick leave, the Employer shall deduct an amount equal to the number of days owing to the Employer on the employee's final pay cheque and the employee shall sign an authorization specifically setting out the amount to be recovered.

### **15.08 Accommodation/Return to Work**

The parties endorse the joint responsibility and importance of early intervention and safe return to work and to the accommodation of an Employee due to illness or injury when alternate/modified work is required, whether the disability is permanent or temporary.

When it is determined that a member of CUPE Local 5154 is unable to perform the full duties of their position due to medical restrictions/condition, the Employer will notify the Employee of their right to be accompanied by a Union Representative to attend any meetings to discuss the circumstances surrounding the employee's return to work and or accommodation request.

With the Employee's consent, the Employer shall share with the union information relevant to the accommodation of the affected employee and information regarding the requirements/duties of the employee's position.

The Employer shall consult at a meeting with the Employee and the Union to discuss the nature of the Employee's restrictions/capabilities, and, if necessary, the options available with respect to the accommodation of the Employee.

Notwithstanding the above, the Employer agrees to provide the Union with the workplace accommodation arrangements for CUPE Local 5154 members.

## **ARTICLE 16 – SPECIAL LEAVE**

### **16.01 Preventative Health Care Leave**

Employees shall be allowed leave with pay up to a maximum of three working days per year to engage in personal preventative medical or dental care. The Employer may request proof of medical or dental care.

### **16.02 Family and Personal Leave**

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

- marriage breakdown - up to 5 days
- serious fire or flood in one's home - up to 3 days
- funeral (other than immediate family) - 1 day
- moving one's household – maximum 2 days
- obtaining citizenship - up to 3 days
- marriage of employee - up to 3 days
- serious illness or injury in the immediate family - 1 to 3 days
- planned or unplanned major surgery in the immediate family - 1 to 3 days
- spouse giving birth and or when an employee becomes an adoptive parent as referenced in Article 16.02 up to five (5) days
- (Bereavement Leave) immediate family - up to 5 days
- to attend their own graduation, their spouses and or their dependent children's and or grandchildren's graduation - one (1) day per occasion.

For further clarification, graduation attendance for the purposes of this provision shall include Highschool, College & University.

The amount of leave granted can be extended at the discretion of the General Manager or their designate. The General Manager, or their designate, will make a determination as expeditiously as possible.

### **16.03 Immediate Family Defined**

Immediate family is as defined under the *Employment Standards Act*, as may be amended from time to time. Such definition currently includes spouse (both married and unmarried couples, of the same or opposite genders), parent, step-parent, foster parent, child, step-child, foster child, grand-parent, step-grandparent, grandchild or step grandchild of the employee or the employee's spouse, spouse of the employee's child, brother or sister of the employee, mother in-law, father in-law, brother in-law, sister in-law, relative of the employee who is dependent on the employee for care or assistance, or any other person deemed immediate family at the discretion of the General Manager.

### **16.04 Leave for Religious Reasons**

Leave with pay will be granted to employees who cannot fulfill religious commitments outside of regular working hours up to a maximum of two days per year. The Employer may request written confirmation from an official of the religious institution in question.

### **16.05 Leave before Layoff**

Employees having received official notice of layoff may be granted one or more days with pay to attend job interviews or training sessions.

### **16.06 Time Off to Write Examinations**

An employee shall be granted one day off with pay and without loss of seniority and benefits to write final and mid-term examinations relating to credit courses that would upgrade their current job related qualifications at the discretion of the General Manager or their designate.

### **16.07 Jury or Witness Duty**

When an employee is called to serve as a juror in any court of law, or is required by subpoena to attend any court of law as a witness, such employee shall be granted leave of absence without loss of seniority for such purposes. This employee shall receive the difference between their basic regular salary for the number of hours, which would have been worked for the time served, and the daily fee paid. The Employer shall not be responsible for reimbursement of any mileage or traveling costs

incurred by the employee or any meal or other out-of-pocket expenses incurred.

## **ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY**

Pregnancy and Parental leave shall be granted in accordance with the *Employment Standards Act*, as amended and except where amended by this Article.

### **17.01 Pregnancy Leave**

Pregnancy and Parental leave shall be granted in accordance with the *Employment Standards Act*, as amended and except where amended by this Article.

- a) Pregnancy leave is a leave of absence by reason of an employee's pregnancy.
- b) A pregnant employee whose employment with Algonquin Students' Association 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 twenty-four (24) 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*, as amended, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan even if the benefit is triggered in the midst of their pregnancy/parental leave.
- 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 will not pay employee wages;
  - ii) during the next maximum of sixteen (16) 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 actual 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) In accordance with Article 21.02 and Article 21.03, the Employer will

continue to provide on a cost sharing basis, the benefits plan (subject to the provisions of the carrier), and the CAAT benefits for employees who have completed six (6) months of continuous service. The Employer shall continue to make the Employer's contributions provided that the employee continues to make their share of contributions. The Employer shall request written notification from the employee regarding their preference to continue benefits and the employee shall respond in writing within two (2) weeks from the date of the employer's request, failing which benefits may be discontinued, unless the employee provides a sufficient reason for not meeting the two (2) week deadline.

- 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, stillbirth 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.
- i) When the employee returns the work, the Employer must reinstate them to the same job at the same wages with seniority and benefits accrued as at the day of leaving. If the original job is not available, the employee will be assured of reinstatement to a comparable job.
- 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 her 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.

## **17.02 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 Algonquin Students' Association 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 parental leave as follows:
  - i) For a birth mother: up to sixty one (61) weeks of leave without pay;
  - ii) For all other new parents: up to sixty-three (63) weeks of leave without pay.
- c) An employee who has been employed by the Employer for at least twenty-four (24) 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 even if the benefit is triggered in the midst of their pregnancy/parental leave.

**Note:** In the interest of clarity, when the top-up benefit is “triggered in the midst of the employee’s pregnancy/parental leave”, the benefit will begin at the beginning of the twenty-fifth (25<sup>th</sup>) month from the employee’s anniversary of hiring. Therefore, if the employee has one month of maternity leave left and the benefit becomes triggered, the employee would then be entitled to the top-up benefits for the remaining period only, not retroactively.

- d) Payments made according to the Supplementary Employment Benefit Plan will be 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 actual weekly rate of pay for their classification, which they are receiving the last day worked prior to the commencement of the parental leave to a maximum of thirty five (35) weeks for which they are receiving Employment Insurance benefits. For greater clarity, based on the current Employment Insurance rates:
  - i) for employees selecting ‘standard parental benefits’, such top-up, when combined with Employment Insurance benefits shall amount to eighty-five percent (85%) of the actual weekly rate of pay for their classification which they are was receiving the last day worked prior to the commencement of the parental leave, and shall run from the first day they began receiving Employment Insurance parental benefits, to a maximum of thirty-five (35) weeks therefrom:

- ii) for employees selecting 'extended' parental benefits', such top-up, when combined with Employment Insurance benefits shall amount to sixty-three percent (63%) of the actual weekly rate of pay for their classification which they are receiving the last day worked prior to the commencement of the parental leave, and shall run from the first day they begin receiving Employment Insurance parental benefits, to a maximum of thirty-five (35) weeks therefrom.
- e) In accordance with Article 21.02 and Article 21.03, the Employer will continue to provide on a cost sharing basis, the benefits plan (subject to the provisions of the carrier), and Pension Plan benefits for employees who have completed six (6) months of continuous service. The Employer shall continue to make the Employer's contributions provided that the employee continues to make the employee's contributions. The Employer shall request written notification from the employee regarding their preference to continue benefits and the employee shall respond in writing as expeditiously as possible.
- 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.
- g) When the employee returns to work, the Employer must reinstate them to the same job at the same wages with seniority and benefits accrued as at the day of leaving. If the original job is not available, they will be assured of reinstatement to a comparable job.
- h) Parental Leave may be taken no later than seventy-eight (78) 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.

### **17.03 Leave of Absence for Other Reasons**

Employees may request leave of absence without loss of pay for any reason they feel is legitimate. The Employer reserves the right to refuse, accept, or amend these requests.

Leave, without pay, may be requested by employees. Such requests should be submitted in writing to the Employer stating full details and duration of leave. The Employer reserves the right to refuse, accept, or amend these requests. Upon returning the Employee will return to their position in accordance with Article 9.05.

### **17.04 Returning from Leave of Absence**

An employee on leave of absence shall notify the Employer in writing not later than four (4) weeks prior to termination of such leave whether they will be returning. If this is not done, the employee shall forfeit their rights to the job. The Employer shall notify in writing every employee who takes a leave of absence of this responsibility and the dates involved.

### **17.05 Replacement Employees**

A Replacement Employee is defined as an employee appointed by the Employer to replace continuing employees on leaves of absence of not less than four (4) months and not more than twenty-four (24) months, or to fill vacancies as a result of approved assignments of not less than four (4) months and not more than twelve (12) months. In both cases extension may be granted by mutual agreement of the parties. These employees are included in the bargaining unit from date of hire but they are not entitled to the provisions identified under Article 19.

### **17.06 Entitlements During an Unpaid Leave of Absence**

Employees who are on leave of absence will not lose seniority, sick leave credits or vacation entitlements accumulated up to the time of leaving. They will not, however, accumulate any further seniority, sick leave and/or vacation pay for the time they are away and shall not be entitled to holidays/holiday pay during such time, unless strictly required under the *Employment Standards Act* as amended, and the Ontario Human Rights Code.

### **17.07 Union Leave**

- a) Leave of Absence without pay and without loss of seniority shall be granted to employees, upon three (3) weeks advanced request to the Employer, to attend education courses, seminars, conferences or

conventions of CUPE. Where more than one (1) employee is to be absent, permission from the Employer is required. Such permission shall not be unreasonably denied.

For administrative purposes, the Employer shall continue to pay the employee's salary and benefits and the Union shall then compensate the Employer for the salary and benefits paid during the period leave.

- b) Leave of absence without pay but without loss of seniority shall be granted to employees to attend executive and committee meetings of CUPE. Such leave shall be a maximum of fifteen (15) personal days per year. Where more than one (1) employee is to be absent, permission from the Employer is required. Such permission shall not be unreasonably denied. For administrative purposes, the Employer shall continue to pay the employee's salary and benefits and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave.
- c) Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to full-time public office, shall be granted leave of absence by the Employer for a period of one (1) year without pay, but without loss of seniority.

#### **17.08 Quarantine**

Time lost by an employee as a result of being quarantined by a Medical Officer of Health or designate, and or a Public Health Emergency declaration, in accordance with the applicable legislation, shall be treated as a leave of absence with pay for the duration of the quarantine. If the employee is able to work during the quarantine period, the Employee may work from home.

### **ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES**

#### **18.01 Pay during Vacation Periods**

Employees may receive any direct deposit, which will fall during their vacation period on the last working day preceding commencement of their leave. An employee must give at least ten (10) days' notice in writing to receive this early payment.

## **ARTICLE 19 – NOTICE OF SEPARATION, SEVERANCE PAY AND LAYOFF AND RECALL**

### **19.01 Definition of Layoff**

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of a position, as defined in this Agreement.

### **19.02 Temporary Layoff**

In the event of a layoff intended to be less than thirteen (13) weeks, the affected employee(s) shall not be entitled to bump. Rather:

- a) The Employer will provide advance notice of layoff, or pay in lieu of notice, of two (2) weeks, provided the employee has been employed for at least three (3) months at the time of layoff.
- b) The employee(s) must accept the layoff and will be placed on the recall list for recall within the thirteen (13) week period.

### **19.03 Permanent Layoff**

In the event that a layoff is intended, at the outset, to be for thirteen (13) weeks or more, "A Permanent Layoff" or if a Temporary Layoff extends for a period of more than thirteen (13) weeks, an employee will become eligible to either:

- a) Bump a more junior employee if one exists in accordance with Article 19.04 below;
- b) Accept the Enhanced Terminal payments as per Article 19.05 below, in exchange for permanently foregoing their recall rights; or
- c) Accept the layoff and be placed on the recall list in accordance with Article 19.06 below.

### **19.04 Bumping Rights**

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) working days after receiving the notice of layoff.

An employee may only bump into a position for which they have demonstrated the requisite skills, abilities, qualifications and experience to meet the normal requirements of the job, as determined by the Employer.

An employee so displaced into a lower pay level shall be remunerated at the rate closest to their present rate and grid step/level in the new salary scale.

#### **19.05 Enhanced Terminal Pay In Lieu of Bumping**

Where an employee has received a Notice of Permanent Layoff as defined in Article 19.03, or has been displaced owing to bumping in accordance with 19.04, they may opt to permanently forego their recall rights and receive the following pay in lieu of notice at the time the layoffs takes effect:

- a) if an employee has more than three (3) months but less than one (1) year of service, an employee will receive two (2) weeks salary.
- b) if an employee has over one (1) year of service, but less than two (2) years of service, an employee will receive one (1) month's salary.
- c) if an employee has over two (2) years of service, but less than three years of service, an employee will receive two (2) month's salary.
- d) if an employee has over three (3) years of service, but less than four (4) years of service, an employee will receive three (3) month's salary.
- e) if an employee has over four (4) years of service, but less than five (5) years of service, an employee will receive four (4) month's salary.
- f) if an employee has over five (5) years of service but less than six (6) years of service, an employee will receive five month's salary.
- g) if an employee has six (6) years of service but less than seven (7) years of service, an employee will receive six (6) month's salary.
- h) if an employee has over seven (7) years of service but less than eight (8) years of service, an employee will receive seven (7) month's salary.

The entitlements set out above are the sole entitlements upon termination of employment and are inclusive of all statutory entitlements (with the exception of benefit entitlements), which shall be provided in accordance with the *Employment Standards Act* as amended. For greater clarity, in no instance, shall the employee be provided with less favorable termination entitlements than those that are required under the *Employment Standards Act*, as amended.

For greater clarity, an employee who has been discharged from the Algonquin Students' Association for just cause shall not be entitled to receive any separation, or notice in lieu of severance pay. Unless the legislation provides for a greater right and or entitlement and or if a settlement has been reached through a dispute process outlined under Articles 6 and or 7 in the Collective Agreement.

#### **19.06 Recall**

An employee who has received a Permanent Notice of Layoff and has opted not to bump or accept the Enhanced Terminal Entitlements (Article 19.05) or an employee who has been bumped as per Article 19.04 and opted not to accept the Enhanced Terminal Entitlements (Article 19.05), shall be placed on the recall list for a period of a maximum of twenty-four (24) months.

In the event that an employee reconsiders remaining on the recall list and severs employment ties with the Employer, they shall become eligible to receive Enhanced Terminal Pay set out in Article 19.05.

Recall shall be in order of seniority, provided that the employee being recalled has the requisite skills, abilities, qualifications and experience to meet the normal requirements of the job, as determined by the Employer. Notwithstanding the foregoing, where the actual position from which an employee has been laid off is re-established, the employee laid off from that position shall have the first right of recall to the position.

If an employee is not recalled within twenty-four (24) months from the date of layoff, they shall become eligible to receive Enhanced Terminal Pay and any prescribed benefits which shall be their sole entitlements upon termination. Time spent on layoff, shall not be considered for the purpose of calculating length of employment.

#### **19.07 Benefits During Periods of Layoff**

During periods of Temporary Layoff, the Employer shall continue to pay its share of benefit premiums as per Article 21.02 provided that the employee continues to pay their share of premiums, to a maximum of thirteen (13) weeks from the date of layoff. Benefits will only be maintained as permitted by the terms of the third-party carrier, which in some instances, may not allow for benefits to continue for periods where an employee is not actively at work. Employees on layoff shall not accrue sick credits, vacation time/pay and shall not be entitled to statutory holidays/statutory holiday pay except to the extend required under the *ESA*.

During periods of Permanent Layoff, the Employer shall not continue to pay benefit premiums and all benefits shall cease in accordance with the carrier.

#### **19.08 Notice of Resignation**

An employee who resigns from the Algonquin Students' Association and has five (5) years or more of continuous employment shall be entitled to receive one (1) month of base salary providing the employee gives the Algonquin Students' Association at least one (1) month of advance notice of resignation.

### **ARTICLE 20 – COLLEGE STRIKE**

In the event of a college strike that results in the cancellation of classes and or services, both parties agree that employees may be assigned to activities or duties not specified in their job description at the discretion of the General Manager via the employee's manager or their designate, and notwithstanding any other provisions in this agreement.

### **ARTICLE 21 – WELFARE BENEFITS**

#### **21.01 Tuition Fee/Professional Development**

Employees who successfully complete educational courses which have been approved by the Employer for reimbursement will be given 100% of the cost of tuition upon presentation of proof of a passing grade set out by the institution offering the course.

While enrolled in a professional designation relating to the employees position or upon successful completion of such designation, at the discretion of the General Manager, the Employer will reimburse the employee for their annual professional membership fees.

#### **21.02 Benefit Plans**

- a) The Employer shall pay the following portion of the premiums for employee participation in the following benefit plans subject to the provisions of the carrier and the plan in place which may, from time to time be modified subject to the provisions in Article 21.04:

	<b>Employee</b>	<b>Employer</b>
Group Life	25%	75%
Weekly Indemnity	25%	75%
Long Term Disability	100%	0%
EHT	0%	100%
Supplementary Health Coverage	0%	100%
Semi-Private Coverage	0%	100%
Dental Plan (current O.D.A. fee guide)	0%	100%
Vision Care (benefit of \$400 per 24 months)	0%	100%
Eye Examination (benefit of \$145 per 24 months)	0%	100%

**SA/Employer waves the \$25.00 health benefits insurance deductible**

b) Paramedical services:

100% coverage of the costs after the employee deductible is paid, up to a combined maximum of \$2,000 per person, per benefit year for all paramedical specialists.

**21.03 College of Applied Arts and Technology Pension Plan (CAAT DBplus)**

The Employer will contribute one hundred percent (100%) of the amount contributed by the employee to a maximum of 7% of the employee's gross annual salary into the College of Applied Arts and Technology Pension Plan (CAAT DBplus). The implementation details can be found at Appendix "C". All employees must contribute as per the terms and conditions outlined in Appendix "C" and in the Pension Plan Participation Agreement.

**21.04 Eligibility for Welfare Benefits**

All employees will be entitled to participate in all benefit plans once they have completed their probation period, subject to the provisions of the carrier.

The Employer may substitute another carrier for any of the insured benefit plans provided that an equivalent or better level of benefits are maintained. The Employer agrees that in any benefits plan/carrier decision, including a change in benefits provider, that the Union will be notified at least one

hundred and twenty (120) days in advance and a reasonable period of consultation with the Union and its members will occur before a final decision to proceed will be taken.

#### **21.05 Cellphones**

Where the Employer determines that an employee requires a cellphone for work purposes, the Employer shall provide said cellphone, or pay a proportion of the Employee's monthly phone plan, in accordance with the use of the cellphone for work purposes.

### **ARTICLE 22 – GENERAL CONDITIONS**

#### **22.01 Supply of Legal Counsel**

Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply legal counsel where necessary for any action initiated against any employee by virtue of performance of their assigned duties, except in circumstances of willful neglect or willful disobedience/wrongdoing on the part of the employee as determined by the employer.

#### **22.02 Performance Appraisal or Evaluation**

Both parties agree that an employee shall be entitled to an annual performance evaluation on or around their anniversary date and at a time mutually agreed upon by the employee and the Employer. The supervisor must advise the employee in writing a minimum of ten (10) working days in advance of the evaluation.

A copy of an employee's performance evaluation, which is to be filed on the employee's record, shall be given to the employee in advance. The employee shall initial such appraisal as having read within seven (7) days of receipt of copy of such appraisal. If the employee wishes, they may add their views to such appraisal within seven (7) days.

### **ARTICLE 23 – ACTING PAY**

**23.01** Employees who are requested by the Employer to fill a position in a higher salary group during the absence of another Employee shall be entitled to Acting Pay. Entitlement to Acting Pay is subject to the following conditions:

- If an employee is temporarily assigned by the Employer to a position for a period of at least two (2) consecutive working days that has a maximum rate of pay that is higher than their maximum

rate of pay, such employee shall be entitled to receive the rate of pay in the salary range of the higher paying position equivalent to their previous position step level on the wage grid for the duration of the period that they are acting in that position. In such cases, this premium will be effective from the first day of the temporary assignment.

An employee who is requested by the Employer to fill a position in a lower salary group during the absence of another Employee will not suffer any reduction in pay during the temporary assignment.

## **ARTICLE 24 – HEALTH AND SAFETY, OFFICIAL COLLEGE CLOSURE & WORKER’S COMPENSATION BOARD**

### **24.01 Health and Safety Committee**

A Joint Health and Safety Committee shall be formed of two (2) representatives of the Employer and two (2) representatives appointed by CUPE Local 5154. Where possible, the Union and Employer shall take all reasonable efforts to ensure that Committee Representatives include at least one member from an equity-seeking group. The names of the members of this Committee shall be posted on the bulletin board and or sent out via an email.

This Committee shall operate in accordance with the *Occupational Health and Safety Act*, and the Committee’s “Terms of Reference.”

### **24.02 Official College Closure**

Should the President or their delegate declare that the College or an area of the College, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, publicly declared emergencies, or other similar emergencies beyond the control of the employees covered by this Agreement, employees shall receive their regular salary and benefits during the closure.

### **24.03 Worker's Compensation Board**

All employees shall be covered by the Workplace Safety and Insurance Act. The Employer shall be responsible for any coverage fees.

- a) An employee shall not be required to draw on their sick leave credits while eligible for Workplace Safety and Insurance benefits.

- b) The employer will notify the Union of the names of any members of the bargaining unit who are off work as a result of a work-related injury.
- c) The employer will provide the employee and the Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the WSIB.

## **ARTICLE 25 – JOB CLASSIFICATION**

### **25.01 Job Classification**

The Employer will provide the Union with new and or revised job descriptions for all positions in the Bargaining Unit. The employer shall send any new or revised job descriptions to the Union and the bargaining unit member affected by the change within fifteen (15) days of the job description being approved.

- a) No job description shall be changed, or modified without the consultation of the Union.
- b) Existing classifications shall not be changed or eliminated without the prior consultation of the Union.

**25.02** All bargaining unit positions will be evaluated by a common classification system by the Pay Equity Maintenance Committee (PEMC). The PEMC Committee shall be comprised of both Employer and Union Representative's. The classification system to be used has already been developed cooperatively by the Students' Association and the Union. The current classification system used by the parties, shall be provided to the Union, and consultations with the Union shall take place if there are any suggested amendments to the classification system plan.

**25.03** When a new position is established which is Bargaining Unit work, the PEMC shall determine the classification level for such position and notify in writing as soon as possible the Manager, the General Manager and the Union of the results.

### **25.04 Re-Classification (Existing Positions)**

- a) When an employee in an existing job classification believes that their position is incorrectly classified, they may submit in writing a request for a review to their Manager with a copy to Human Resources. If the Manager is in agreement with the employee's request, the Manager will submit the request to the PEMC within

ten (10) working days. If the Manager is not in agreement with the employee's request, the Manager will notify the employee and Human Resources in writing within five (5) working days including the reasons for the denial.

- b) A request will include:
  - i) The employee's full name, present classification and band and level.
  - ii) The name of the department and/or section and location of work
  - iii) A job description for the position to be reviewed.
  - iv) The reason(s) for the proposed job reclassification.
- c) For greater clarification, requests, for a review shall not be entertained on the grounds of the inadequacy of the pay scale assigned to the classification.

**25.05** The PEMC shall consider any request that has the approval of the Manager and the PEMC shall notify in writing the Manager, the General Manager, the Union and the employee(s) concerned of the results of the review, once completed.

**25.06** If a position is evaluated lower by the PEMC, the incumbent would maintain their current salary and their right to salary increments through the existing salary band. When a new employee is hired in the position they would move to the lower pay band. Any incumbent who is evaluated higher by the PEMC will be placed into the new salary band.

**25.07** Disputes concerning any new and or existing job classifications and or an employee's request for a review that has been denied, may be submitted at Step 2 of the grievance procedure.

**25.08**

- a) Wage rates for newly established positions shall be retroactive to the date the rate of pay was established for the new position.
- b) Wage rates increased as a result of an employee's request for a review shall be retroactive to the date that such request was received by the Manager and Human Resources.

## **ARTICLE 26 – UNIFORMS**

The Employer shall provide those employees in the Bargaining Unit with clothing where in the opinion of the Employer such clothing is required to be worn.

## **ARTICLE 27 – NO DISCRIMINATION, HARASSMENT OR VIOLENCE IN THE WORKPLACE**

### **27.01 Joint Commitment**

- a) The Employer and the Union agree that in accordance with the provisions of the Ontario Human Rights Code, they are committed to working to ensure that no Employee shall be subject to discrimination, or harassment and or violence by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex/pregnancy, sexual orientation, gender identity, gender expression, age, record of offences, political or religious affiliation, place of residence, marital status, family status and/or disability.
- 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, verbal or physical or it can be a combination of these. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and adversely affects the working environment. It may take the form of excluding an employee from rights or privileges related to their employment and to which they are otherwise entitled.
- c) In any complaint involving a claim of harassment either raised by or against another employee, the affected employee(s) whether they be a complainant or respondent, shall be advised to their right to have a Union Steward or their designate to meet with them at all steps of the investigation procedure. Anyone involved in a complaint of harassment is required to maintain strict confidentiality with regard to the investigation of the matter. Outcomes of any investigations and corrective action taken, if any, will be shared with the complainant and the respondent and the Union's designated Representative.

#### **d) Sexual Harassment**

Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.

### **27.02 Membership in the Union**

The parties agree also that there shall be no discrimination or harassment based on membership in the Union.

### **27.03 Notification of Union**

The Employer will notify the Chief Steward of any reported cases of harassment of a union member.

## **ARTICLE 28 – RETROACTIVITY**

Any retroactivity pay owing will be paid out to all present and past employees within two (2) pay periods of the Union's ratification of this settlement.

All wage increases and adjustments provided for in this agreement shall be retroactive to the effective date of such increase or adjustment. All items will be effective and retroactive to July 1, 2022 unless otherwise specified in the Memorandum of Settlement. Retroactivity will be based upon all hours paid.

Retroactivity pay and adjustments will be paid on a separate cheque or direct deposit. The employer will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of the expiry date of the previous agreement (June 30, 2022) and to all new employees hired since that date.

In the event an eligible employee shall have terminated their employment since June 30, 2022, the Employer shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the employer and the employee shall have sixty (60) days from the posting with which to claim any payment due to them. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the employee making such a claim.

## **ARTICLE 29 – POSITION RANKINGS AND SALARY GRID**

**29.01** The application of the salary grid and the description of the position rankings are attached as Appendix A and Appendix B.

SA – Offers \$750 signing bonus

July 1, 2022 increase of 3.75% of the hourly wage

July 1, 2023 increase of 3.5% of the hourly wage

July 1, 2024 increase of 3.25% of the hourly wage

Employees receive increases within the grid on the anniversary date of their hiring.


### ARTICLE 30 – DURATION


This agreement shall take effect July 1<sup>st</sup>, 2022, and shall remain in force until June 30<sup>th</sup>, 2025.


This agreement shall continue automatically for periods of one year unless either party notifies the other party in writing that it desires to amend the agreement. Notice in writing shall be given within the period of ninety (90) days to one-hundred and fifty (150) days prior to the date of expiry of this or any subsequent agreements. Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**Signed electronically in Ottawa, Ontario this 14<sup>th</sup> day of November, 2022.**

#### FOR THE EMPLOYER


  
\_\_\_\_\_  
Paul Norman (Nov 14, 2022 11:03 EST)  
Paul J. Norman  
Manager, HR Labour Relations

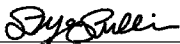
  
\_\_\_\_\_  
Wayne Boucher (Nov 15, 2022 18:52 EST)  
Wayne Boucher  
Senior Manager, HR and Organizational Compliance


  
\_\_\_\_\_  
Jack Doyle (Nov 15, 2022 14:30 EST)  
Jack Doyle  
General Manager

:BH-cope-sepb 491  
October 14, 2022

#### FOR THE UNION

  
\_\_\_\_\_  
Michael Cioffi (Nov 16, 2022 11:38 EST)  
Michael Cioffi  
President, CUPE Local 5154

  
\_\_\_\_\_  
Skye Sullivan (Nov 14, 2022 12:11 EST)  
Skye Sullivan  
Bargaining Team Member

  
\_\_\_\_\_  
Margo Pasley (Nov 14, 2022 14:17 EST)  
Margo Pasley  
CUPE National Representative

Revised: mw\*cope 491  
November 9, 2022

**APPENDIX "A"**

**ALGONQUIN COLLEGE STUDENTS' ASSOCIATION CUPE LOCAL 5154**

**July 1, 2022 – June 30, 2023 (3.75%)**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Level 6	\$33.44	\$34.34	\$35.31	\$36.29	\$37.34
Level 5	\$30.90	\$31.71	\$32.56	\$33.44	\$34.34
Level 4	\$28.61	\$29.35	\$30.11	\$30.90	\$31.71
Level 3	\$26.61	\$27.27	\$27.93	\$28.64	\$29.36
Level 2	\$23.22	\$23.70	\$24.29	\$24.90	\$25.52
Level 1	\$19.87	\$20.34	\$20.83	\$21.33	\$21.85

**July 1, 2023 – June 30, 2024 (3.50%)**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Level 6	\$34.61	\$35.54	\$36.54	\$37.56	\$38.65
Level 5	\$31.98	\$32.82	\$33.70	\$34.61	\$35.54
Level 4	\$29.62	\$30.38	\$31.16	\$31.98	\$32.82
Level 3	\$27.54	\$28.22	\$28.91	\$29.64	\$30.39
Level 2	\$24.03	\$24.53	\$25.14	\$25.77	\$26.42
Level 1	\$20.56	\$21.05	\$21.56	\$22.08	\$22.61

**July 1, 2024 – June 30, 2025 (3.25%)**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Level 6	\$35.73	\$36.70	\$37.73	\$38.78	\$39.90
Level 5	\$33.02	\$33.88	\$34.79	\$35.73	\$36.70
Level 4	\$30.58	\$31.37	\$32.18	\$33.02	\$33.88
Level 3	\$28.44	\$29.14	\$29.85	\$30.60	\$31.38
Level 2	\$24.81	\$25.32	\$25.96	\$26.61	\$27.27
Level 1	\$21.23	\$21.73	\$22.26	\$22.80	\$23.35

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October 14, 2022

**APPENDIX “B”**

**Bargaining Unit Classifications as Defined by the Pay Equity Band  
(Current as of November 2022)**

<b>Level 6</b>	<p>Events Programmer  Accountant  Creative Director</p>
<b>Level 5</b>	<p>Fitness &amp; Wellness Coach (2)  Fitness and Lifestyle Coordinator  Campus Recreation Coordinator  Leadership &amp; Engagement Specialist  Athletics Events and Promotions Coordinator  Facility &amp; Equipment Coordinator  Sports Facility Coordinator  Accounting Clerk (2)  Assistant Technical Director  Web and Digital Marketing Coordinator  Theatre Operations Assistant</p>
<b>Level 4</b>	<p>Theatre Marketing Coordinator  Box Office Coordinator  Client Service Associate (3)  Graphic Designer  Marketing Officer (2)  Frontline Service Associate (2)  Food Cupboard Coordinator  Clubs &amp; Communities Coordinator  Social Media Coordinator  Videographer &amp; Photographer</p>
<b>Level 3</b>	
<b>Level 2</b>	
<b>Level 1</b>	<p>Starbucks Barista Shift Lead (2)</p>

## **APPENDIX “C”**

### **MEMORANDUM OF AGREEMENT**

**- Between -**

**Algonquin College Students' Association**  
(The Employer)

**- and -**

**Canadian Union of Public Employees Local 5154**  
(The Union)

**SUBJECT:** Terms and conditions of the implementation of the College of Applied Arts And Technology Pension Plan (CAAT DBplus) for CUPE Local 5154 Members replacing the Registered Retirement Saving Plan (RRSP) as per Article 21.03 in the Collective Agreement and;

**WHEREAS,** the Union and the Employer signed off on a Letter of Understanding in the Collective Agreement committing the parties to explore avenues to join the CAAT Pension Plan and;

**WHEREAS,** the Union has met with its members to discuss joining the College of Applied Arts And Technology Pension Plan (CAAT's DBplus) and;

**WHEREAS,** the Union arranged for a pension plan presentation and Question & Answer opportunity for its members in August of 2021 from the CAAT Pension Plan Team and;

**WHEREAS,** the Union held a follow-up meeting in September 2021 with its members to discuss the pension plan presentation and to hold a vote on the percentage contribution of 7% as matched by the Employer in the Collective Agreement under Article 21.03 and;

**WHEREAS,** the majority of members voted in favour of the 7% starting contribution rate upon the commencement of the CAAT Pension Plan;

Therefore, the parties agree that:

1. The Employer acknowledges the intent of CUPE Local 5154 and its members to join the CAAT (DBplus) Pension Plan. As per Article 21.03 in the Collective Agreement, the Employer will continue to contribute one hundred percent (100%) of the amount contributed by the employee to a maximum of 7% into the CAAT (DBplus) Pension Plan.

2. The parties agree that probationary employees will become eligible to join the pension plan after they have completed the required probationary period as outlined in Article 9.03 of the Collective agreement.
3. The Employer shall notify the CAAT Pension Plan within one (1) week of an employee passing their probationary period, thus becoming eligible to join the pension plan. The member enrollment package will be sent to the employee from the CAAT Pension Plan Administrator within three (3) weeks after receiving notification from the Employer.
4. Upon the commencement of the CAAT pension plan, only existing employees as of the date of this MOA, will have the option to contribute 7% immediately or elect to participate in a phased-in contribution schedule. The phased-in schedule shall last no longer than two (2) years from the date the plan comes into effect. Below is the phased-in schedule for those members that choose this option:
  - Required minimum contribution amount of 5% as per the pension plan effective start date
  - Contribution amount of 6% on January 1, 2023
  - Contribution amount of 7% on January 1, 2024, and thereafter


**Note:** Any additionally negotiated contribution percentages during any bargaining terms between the parties shall be recognized and updated in the CAAT participation agreement. All participating employees will also be subject to any contribution increases as a result of negotiations between the parties during bargaining.

5. All newly hired Employees who become eligible for enrollment after the pension plan effective/start date will be required to contribute the maximum percentage amount as noted under Article 21.03 in the Collective Agreement; also subject to any negotiated contribution increases.
6. Members cannot increase their rate at any time, as they will only have the option when joining to select either the 7% contribution or the phased-in schedule. Once the phased-in schedule has been completed as of January 1, 2024, all employees including any new employees who join the pension plan in 2024, shall contribute the current/maximum rate in effect.
7. The parties agree to update the language in Article 21.03 during the next round of negotiations in 2022.


**Originally electronically signed on March 2, 2022.**

**Signed electronically in Ottawa, Ontario this 14<sup>th</sup> day of November, 2022.**


**FOR THE EMPLOYER**

  
Paul Norman (Nov 14, 2022 11:03 EST)

Paul J. Norman  
Manager, HR Labour Relations

  
Wayne Boucher (Nov 15, 2022 18:52 EST)

Wayne Boucher  
Senior Manager, HR and Organizational Compliance

  
Jack Doyle (Nov 15, 2022 14:30 EST)


Jack Doyle  
General Manager

:BH-cope-sepb 491  
October 14, 2022


**FOR THE UNION**

  
Michael Cioffi (Nov 16, 2022 11:38 EST)

Michael Cioffi  
President, CUPE Local 5154

  
Skye Sullivan (Nov 14, 2022 12:11 EST)

Skye Sullivan  
Bargaining Team Member

  
Margo Pasley (Nov 14, 2022 14:17 EST)

Margo Pasley  
CUPE National Representative

Revised: mw\*cope 491  
November 9, 2022

**APPENDIX “D”**

**MEMORANDUM OF AGREEMENT**

**- Between -**

**Algonquin College Students’ Association**  
(The Employer)

**- and -**

**Canadian Union of Public Employees Local 5154**  
(The Union)

**RE: HYBRID AND REMOTE FLEXIBLE WORK ARRANGEMENTS**


The parties agree that a hybrid and remote flexible work arrangement can help staff facilitate a better work-life balance. It is also agreed that hybrid and remote flexible work arrangements can only be established when they align with the operational objectives of a position and the department.


As such the employer is committed to developing a policy. Process, planning and development will be communicated with CUPE Local 5154.


This will be completed within six months from the signing of this CBA.

**Signed electronically in Ottawa, Ontario this 14<sup>th</sup> day of November, 2022.**


**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Paul J. Norman  
Manager, HR Labour Relations


  
\_\_\_\_\_  
Wayne Boucher  
Senior Manager, HR and Organizational Compliance

  
\_\_\_\_\_  
Jack Doyle  
General Manager

**FOR THE UNION**

  
\_\_\_\_\_  
Michael Cioffi  
President, CUPE Local 5154

  
\_\_\_\_\_  
Skye Sullivan  
Bargaining Team Member

  
\_\_\_\_\_  
Margo Pasley  
CUPE National Representative

**APPENDIX "E"**

**LETTER OF UNDERSTANDING**

**- Between -**

**Algonquin College Students' Association**  
(The Employer)

**- and -**

**Canadian Union of Public Employees Local 5154**  
(The Union)


**RE: WORKLOAD**


In cases where workload may be a concern, the parties agree that the issue needs to be resolved in a timely and effective manner.


- a) In such cases, the employee shall raise their workload concerns with their department Manager. A meeting will be held between the employee and their department Manager to discuss and attempt to address the concerns. The employee may have union representation at any such meeting(s).
- b) In the event that the workload concern is not resolved, this issue may be referred to Human Resources for further discussions to reach a resolution.
- c) This process does not preclude the rights as set out in Articles 6 & 7.

**Signed electronically in Ottawa, Ontario this 14<sup>th</sup> day of November, 2022.**


**FOR THE EMPLOYER**


  
Paul Norman (Nov 14, 2022 11:03 EST)  
Paul J. Norman  
Manager, HR Labour Relations


  
Wayne Boucher (Nov 15, 2022 18:52 EST)  
Wayne Boucher  
Senior Manager, HR and Organizational Compliance

  
Jack Doyle (Nov 15, 2022 14:30 EST)  
Jack Doyle  
General Manager

**FOR THE UNION**

  
Michael Cioffi (Nov 16, 2022 11:38 EST)  
Michael Cioffi  
President, CUPE Local 5154

  
Skye Sullivan (Nov 14, 2022 12:11 EST)  
Skye Sullivan  
Bargaining Team Member

  
Margo Pasley (Nov 14, 2022 14:17 EST)  
Margo Pasley  
CUPE National Representative

**APPENDIX “F”**

**LETTER OF UNDERSTANDING**

**- Between -**

**Algonquin College Students’ Association**  
(The Employer)

**- and -**

**Canadian Union of Public Employees Local 5154**  
(The Union)

**RE: RECOGNITION OF RELATED JOB EXPERIENCE**

The parties agree to recognize relevant job experience in service outside the employer when placing an employee on the wage grid. In the event a new employee is hired into a position, or in the event an existing employee is hired into a different job classification within the bargaining unit, the Employer may recognize such relevant experience and place an employee at a higher step on the wage grid.

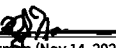
In the event that the Employer wishes to place an employee in the wage grid at a step greater than their service in the bargaining unit, the Union and the Employer will meet to discuss the placement of the employee and agree on the appropriate wage step.


The Employer agrees to apply this letter of understanding in a consistent manner to all employees.

The Union agrees that they will not unreasonably deny an Employer request to place an employee at a higher level on the wage grid than their bargaining unit service would otherwise provide.


**Signed electronically in Ottawa, Ontario this 14<sup>th</sup> day of November, 2022.**

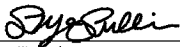
**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Paul J. Norman  
Manager, HR Labour Relations

  
\_\_\_\_\_  
Wayne Boucher  
Senior Manager, HR and Organizational Compliance

**FOR THE UNION**

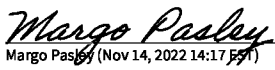
  
\_\_\_\_\_  
Michael Cioffi  
President, CUPE Local 5154

  
\_\_\_\_\_  
Skye Sullivan  
Bargaining Team Member

  
Jack Doyle (Nov 15, 2022 14:30 EST)


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Jack Doyle  
General Manager

  
Margo Pasley (Nov 14, 2022 14:17 EST)

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Margo Pasley  
CUPE National Representative

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October 14, 2022

Revised: mw\*cope 491   
November 9, 2022