

COLLECTIVE AGREEMENT

– BETWEEN –

Oxfam - Canada
(hereinafter referred to as " the Employer")

Party of the First Part

– AND –

Canadian Union of Public Employees
and its Local 2722
(hereinafter referred to as "the Union")

Party of the Second Part

April 1, 2022 to March 31, 2025

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ARTICLE 1 – PURPOSE

1.01 Purpose of Agreement

In consideration of the mutual value of joint discussions on all matters pertaining to the Employer/Employee relations, the parties hereto agree that the purpose of this Agreement shall be as follows:

- (a) **Settling of Conditions of Employment**
To set forth the terms and conditions of employment relating to hours of work, rates of pay and other working conditions affecting the Employees covered by this Agreement; and
- (b) **Settling of Grievances**
To provide for means of settling disputes and grievances; and
- (c) **Furthering of Relations and Collective Process**
To promote harmonious relations and to further the collective process within the organization.

ARTICLE 2 – DEFINITIONS

2.01 Employees

The words "Employee" or "Employees" shall mean anyone in the Bargaining Unit.

- **Full Time** – Refers to an employee who is hired to work thirty-five (35) hours per week.
- **Part Time** – Refers to an employee who is hired to work less than thirty-five (35) hours per week.
- **Term/Temporary** – refers to an employee who is hired for a defined term or task for a period beyond the term permitted for a Contract Person.

2.02 Partner

Shall mean the employee's spouse, namely, the person whom an employee is married to or with whom the employee is living in a conjugal relationship outside of marriage.

2.03 Employer

“Employer” means Oxfam Canada as represented by the Executive Director or designate.

2.04 Union (CUPE)

The term "Union" means the Canadian Union of Public Employees (CUPE) and its Local 2722.

2.05 Grievance

For the purpose of this Agreement, “grievance” shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement or any conflict arising out of the work situation, whether between the Employer and any Employee bound by this Agreement or between the Employer and the Union.

2.06 Fiscal Year

The fiscal year referred to in this Collective Agreement shall refer to a twelve (12) month period as defined by the Employer and approved by the governing authority. There shall be no loss of benefits related to any change in the fiscal year.

2.07 Consultant

Consultant means a professional working as an independent contractor or an employee of a consulting firm or temp agency. Consultants may be retained to perform specialized services which are not available from among the Bargaining Unit or its members. The hiring or extension of consultants shall be governed by Article 5 of this Agreement.

2.08 Contract Person

The term “Contract Person” refers to someone hired for a short term of sixteen (16) weeks or five hundred and sixty (560) hours and less in duration and is not a member of the Bargaining Unit. The hiring or extension of Contract Persons shall be governed by Article 5 of this Agreement.

ARTICLE 3 – SCOPE

3.01 Scope

This Agreement shall cover all Employees of Oxfam Canada, save and except: Executive Director, Deputy Director(s), Director(s), Human Resources, Executive Coordinator (s) and Contract persons employed for sixteen (16) weeks or five-hundred and sixty (560) hours and less in duration.

ARTICLE 4 – RECOGNITION

4.01

a) Management Rights

The Union recognizes and acknowledges that final executive authority for the Employer's programs and policies rests with the Employer. The Employer agrees that it will not exercise its functions in a manner inconsistent with the provision of this Agreement.

The Employer recognizes that all Employees have the right to reasonable information, consultation, and input to decision-making with respect to the formation and implementation of Oxfam's policies and programs as they affect their job, working environment and performance.

b) Recognition of the Union

The Employer recognizes the Union as the sole bargaining agent for the Employees covered by the Agreement, and hereby consents and agrees to negotiate with the Union, or its designated bargaining representatives on all matters pertaining to rates of pay, hours of work and working conditions.

c) The parties agree to exercise the foregoing responsibilities and rights in a manner consistent with the provisions of this Collective Agreement.

d) The parties agree to exercise these responsibilities and rights in good faith, and in a manner that is neither discriminatory nor arbitrary.

e) The Employer shall administer the provisions of the Collective Agreement in a manner that is fair and reasonable.

4.02

- a) Whereas the Union is the sole bargaining agent for Employees, the parties recognize that the appropriate forum to discuss matters of salary, benefits, working conditions and other issues identified by the parties as Union/Management issues, is a collective bargaining forum. This includes collective bargaining per se, as well as the grievance procedure, and such other formal or ad hoc consultation procedures as may be developed by the parties from time to time.
- b) Where "Union/Management" issues are being discussed or debated, they will be channeled through the appropriate forum. Employees will be encouraged to make their views known through their recognized bargaining agent.

4.03 Union Labels and Steward Badges

The Union labels may be used by the Employees. The privilege of using the Union label may be extended to the Employer as long as this Agreement remains in force and effect, and the Employer is fulfilling all of its terms and conditions. Employees will be allowed to wear Union pins and emblems or Steward badges.

4.04 Successor Rights

If the membership of the Union exercises its rights under the Union Constitution to secede from CUPE to affiliate with another Union, or to become independent, the Employer agrees to recognize the successor Union as the sole bargaining agent for the Employees covered by this Agreement and to substitute the successor Union as a party to this Agreement.

ARTICLE 5 – UNION SECURITY

5.01 Union Shop

Every new Employee, except those listed in Article 3.01, as a condition of employment, shall become a member of the Union and maintain such membership.

- a) Furthermore, the Employer agrees to inform new Employees that a Collective Agreement is in effect and to provide them with a copy of the Collective Agreement and the names of the Union's Representatives within the first ten (10) days of employment. A Union Representative shall be given sixty (60) minutes, within the first (1st) month of employment, to provide the new Employee with an orientation to the

benefits and duties of Union membership and responsibilities and obligations to the Employer and the Union.

Time spent by the Union Representative fulfilling this responsibility shall be considered time worked.

- b) The Union shall provide the Employer with a current list of the Union's officers and representatives within ten (10) working days of any changes.

5.02 Union Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

5.03 No Other Agreements

No Employees covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

5.04 No Discrimination – Union Activity

The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to an Employee for the exercise of rights provided for in this Agreement, or for reasons of membership or activity in the Union.

5.05 Union Notification of Staff Changes

The Employer agrees to notify the Union in writing within five (5) working days when an Employee is hired, promoted, transferred, laid off or recalled, or is deceased, has resigned, been suspended or terminated. Notification to the Unit Chair shall be deemed sufficient.

5.06 Contracting Out

The Employer guarantees that there will be no layoff of Bargaining Unit Employees as a result of contracting out, nor shall the work left undone due to a vacant Bargaining Unit position left unfilled be contracted out. This does not apply to restrict the use of volunteers.

In the case where Oxfam terminates a program as noted above, an affected Employee may choose to exercise the rights set out in Article 12.02.

Prior to the hiring of Consultants the Employer shall notify the Union in advance in writing of the duties which the Employer wishes to be performed and the duration of the contract.

In the case of indefinite absences every reasonable effort shall be made to replace staff with term positions. If temp agencies must be contracted to provide personnel, this should be for a period not to exceed sixteen (16) weeks.

5.07 Contract Persons of Sixteen (16) Weeks or Less, or Five Hundred and Sixty (560) Hours or Less

As soon as is practicable, the Employer shall give notice in writing of its intention to extend a contract to the contract person and to the Unit Chair. If this extends the term of employment past sixteen (16) weeks or five hundred and sixty (560) hours, the contract person becomes an Employee and a member of the Bargaining Unit.

5.08 Pilot Projects or other Initiatives

The Employer and the Union recognize that from time to time, new work for the organization may be necessary and need to be defined. Therefore, pilot projects or other initiatives/innovations that are discrete pieces of work may occur for a period of up to a maximum of eighteen (18) months for piloting, testing and review to determine the need and the viability of ongoing work and the establishment of new positions. The Union will be consulted on all such initiatives prior to implementation.

5.09 Annual Staffing List

Within sixty (60) calendar days following the start of the new fiscal year, the Employer shall provide the Union with an updated staff list setting out the status of all current employees and expected length of pilot initiatives. This will highlight any confirmed staffing changes.

ARTICLE 6 – CHECK-OFF

6.01 Authorization

All Employees within the Bargaining Unit shall, as a condition of continued employment, become and remain members of good standing of the Union as of the date of hire.

6.02 Deduction of Dues

The Employer shall deduct from every Employee of the Bargaining Unit any dues or assessments levied by the Union on its members as of the date of hire.

6.03 Collection of Dues

Before the fifteenth (15th) day of each month, the Employer agrees to forward the collected Union dues to the National Secretary-Treasurer, together with two (2) lists of names, addresses and telephone numbers and amounts deducted. The Union agrees to safeguard the Employee information in accordance with their privacy policy and any governing privacy law.

In the event such dues are remitted later than the fifteenth (15th) day of the month, the Employer shall reimburse Local 2722 the amount of interest levied upon the Local by the National Union as a result of such late remittance of Union dues (equivalent to prime rate plus two percent 2%).

6.04 Notification by the Union

Before the Employer is obliged to deduct any amount under Article 6.02, the Union shall inform the Employer in writing of the amount of dues or assessments levied by the Local. The amount so advised shall continue to be deducted until changed by further notice to the Employer, signed by the Treasurer of the Union. Upon receipt of such notice, such changed amount shall be deducted.

6.05 The Union agrees to indemnify and save the Employer harmless against all claims or demands or other forms of liability against the Employer by any person that may arise out of, or by reason of, deductions made in accordance with this Article.

ARTICLE 7 – UNION ACTIVITY

7.01 Union Explanation

The Employer agrees that a member of the Local Union Executive or a Steward shall be allowed, during regular working hours, to meet and explain the function of the Union to each new Employee during the first (1st) month of employment, and solicit the signing of a Union membership card by the new Employee.

7.02 Contact at Work

The representative of the Union shall have the right to contact Employees at work on matters respecting this Agreement or its administration.

7.03 Leave for Union Office

The Employer agrees to grant leave of absence without pay and benefits for up to two (2) years for Employees who have been elected to a full-time office position in the Union. Further leave may be granted by mutual consent. Seniority shall accumulate during the Employee's leave of absence.

7.04 Short Term Leave of Absence

- a) The Employer agrees to grant representatives of the Union leave of absence with pay to a maximum of twenty-five (25) person-days per year within the Bargaining Unit as a whole to attend conventions & conferences or other Union business. Such leave shall require advance notice to the Employer to ensure no unreasonable disruption to the Employees' work or their work unit and shall not be unreasonably denied.
- b) A Union Representative shall be granted time off from work without loss of regular pay and benefits for the period required for meetings with the Employer to settle a grievance and for arbitration.
- c) Three (3) mandated representatives of the Employees shall be granted time off from work without loss of regular pay and benefits for the period of direct negotiations with the Employer including the conciliation process. It is understood that negotiations will take place both during and after normal working hours. Negotiating time outside of the normal working hours will not be considered overtime.
- d) Employees may apply for Union educational leave without pay to participate in Union education and training programs.

7.05 Union Meetings

The Employer agrees the Employees have the right to meet and discuss Union business at the workplace or elsewhere. There will be no undue disruption of work. The Employer agrees that Employees may attend such meetings during normal working hours for up to two (2) hours in any month.

Furthermore, the Employer will allow additional time of two (2) days, without pay, per annum for the Union to hold its annual general meeting.

The Union will provide the Employer with reasonable notice of the scheduling of these meetings. The Employer's approval shall not be unreasonably withheld.

ARTICLE 8 – STEWARDS

8.01 Election of Stewards

The Union shall designate its Stewards to see that the provisions of the Agreement are adhered to.

8.02 Limits to Stewards Authority

The Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

8.03 Employer Recognition of Stewards

The Employer recognizes the Stewards elected by the Union.

8.04 Right to Representation by Steward

When the Employer wishes to meet with an Employee to discuss unsatisfactory working habits, the Employer shall inform the Employee of the nature of the meeting in advance in order to allow the Employee to invite a Steward or other representative designated by the Union to attend the meeting.

8.05 Conditions for Stewards and the Grievance Officer – No Loss of Pay

The Stewards and/or Grievance Officer may investigate and process grievances or confer with representatives of the Union during working hours without loss of pay. There shall be no undue disruption of work.

ARTICLE 9 – NO DISCRIMINATION OR HARASSMENT IN THE WORKPLACE

9.01 Human Rights

Every Employee has a right to respect in the workplace by the Employer or agent of the Employer or by another Employee in accordance with the *Ontario Human Rights Code*, as amended from time to time.

The Employer and the Union are committed to actively promoting employment equity (also refer to Article 11.01) and to fostering a work environment that is based on respect for all Employees and supportive of the productivity, personal goals, dignity and self esteem of every Employee. To this end, the Employer will not tolerate racism, discrimination or harassment of any kind in the workplace.

Every Employee can expect to be treated fairly in the workplace, in an environment free of discrimination based on prejudice, harassment or abuse of authority.

The parties agree that this does not restrict the authority of the Employer to meet its obligations under the Collective Agreement in such areas as, but not limited to, performance reviews, staff relations, administering the Collective Agreement and implementing disciplinary action.

9.02 No Discrimination

There will be no discrimination against any Employee or prospective Employee by reason of age, race, colour, creed, national origin, religious views or affiliation, sex, sexual orientation, gender identity, physical or mental disability, family status or whether they have children or dependents. What constitutes an act of discrimination shall be governed by the legislation, regulations and jurisprudence pursuant to the Human Rights Codes for Canada and the Province of Ontario as amended from time to time.

9.03 No Harassment

All Employees of Oxfam Canada are bound by the Harassment Policy jointly developed through the Labour Management Committee. This policy may be amended by mutual agreement of the parties.

9.04 Any Employee who avails themselves of Employment Equity, Anti-Racism and Harassment Policies and Procedures shall retain the right to use the grievance procedure to advance the complaint.

Where the alleged harasser is the person who would normally deal with the complaint/grievance, the Employer shall ensure that the alleged harasser will have no part in the complaint or grievance procedure, and the Employee shall meet with any other Employer Representative.

ARTICLE 10 – PROBATION OR TRIAL PERIOD

10.01 Probation Period

Employees shall be on probation for a period of six (6) calendar months from date of hire. The probationary period shall be extended by a period equivalent to any paid or unpaid leave taken which is greater than one (1) week. By mutual agreement of the Employer, Union and the Employee where the Employee's performance proves unsatisfactory at the end of the Probation Period, the probation period may be extended for up to three (3) months.

10.02 Rights of Probationary Employees

The probationary Employee shall be entitled to all rights and privileges of the Agreement, except that their right to continuation of employment shall be limited to Article 10.03.

10.03 Termination of Probationary Employees

The Employer may terminate immediately for just cause. Absent just cause, where the Employee's performance in the job is unsatisfactory the Employer may terminate the Employee's employment without cause, provided a performance evaluation has been completed, the Union is informed, and that this right is exercised in good faith, without discrimination and without arbitrariness. The probationary Employee shall be given two (2) weeks notice of discharge or two (2) weeks pay in lieu of notice. The Employer will supply an explanatory letter to the Employee giving reasons for the release.

10.04 Trial Period

- a) When an Employee other than a probationary Employee is hired into a new position, they shall have a trial period of three (3) months.
- b) In the event the Employee proves unsatisfactory in their new position, at the end of the trial period, or if they wish to relinquish the new job position at any time during the aforementioned period, they shall be returned to their former position (or equivalent position if the former position no longer exists), at the former salary level, without loss of

seniority and service. The Employer shall provide sufficient reasons for unsatisfactory job performance in writing to the Employee.

The Employer or representative may fill the vacancy with other candidates recommended by the Interview and Selection Committee. In the event no other candidates have been recommended, the position shall be re-posted as per Article 11.

- c) In the application of 10.04 (b), any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position at the former salary level, and without loss of seniority and service. A Probationary Employee who has no position to return to as a result of the foregoing may be terminated by the Employer.

10.05 Employee Evaluation during Probationary Period or Trial Period

Probationary and trial Employees will be evaluated on their performance in relation to job description, work plan and skills. At the beginning of the probationary or trial period, the Employer shall provide adequate orientation including training where identified for the position, and provide periodic constructive feedback (in writing where appropriate and/or when requested by any party). The Employer's delegate has the responsibility for ensuring that timely arrangements are made for a formal evaluation in accordance with the approved forms and guidelines.

ARTICLE 11 – SELECTION

The Employer recognizes the value of providing professional development and job opportunities for current staff to increase their capacity and contributions to Oxfam and to promote employment equity.

11.01 Employment Equity

The Employer and the Union recognize the value of employment equity as a means to enriching Oxfam Canada and agree to promote and pursue the objective of employment equity in Oxfam Canada's hiring practices, and to correct any conditions of disadvantage in employment and access to employment experienced by members of these designated groups: women, racialized persons, Indigenous Peoples, 2SLGBTQ+ or persons with disabilities.

11.02 Principles of Selection

- a) Subject to (c), all Employees have the right to apply for any position with the Employer. Further, both parties recognize:
 - (i) the principle of promotion within the service of the Employer;
 - (ii) that job opportunity should increase in proportion to length of service.
- b) When a full time, part time or pilot position is created, or becomes vacant and needs to be filled of more than sixteen (16) weeks or five hundred and sixty (560) hours or more, the appointment will be carried out through a competition process in accordance with the procedures specified in Article 11.04 and Article 11.05. All applications from potentially qualified Bargaining Unit Members shall be considered and processed as per Article 11.04 prior to the consideration of external applicants, in accordance with the provisions of Articles 11.04 and 11.05.
- c) Probationary Employee(s) are not eligible to apply to a job posting except in cases where the posting would constitute a promotion or in cases where the posting would extend the fixed end date of their employment with Oxfam. If the probationary employee is selected as the successful candidate for the promotion/extended employment opportunity, they shall serve a probationary period commencing on the date of their new appointment.

11.03 Posting

- a) Notice of all job postings shall be e-mailed to all Employees, including those on the recall list, no less than ten (10) days prior to the closing date. Employees and those on the recall list will notify the Employer if home email addresses change.
- b) Such postings shall include the job title, location, salary band, classification, anticipated start date, Bargaining Unit status, list of qualifications, list of responsibilities and the closing date of the competition.
- c) At time of posting, a current and complete job description will be made available for the Union and the Employees.
- d) All job postings will invite and encourage applications from members of the designated groups listed in Article 11.01.

11.04 Hiring Process for Internal Candidates for Bargaining Unit Positions

- a) Internal applicants shall be assessed on their education, experience, knowledge, and skills related to the essential qualifications detailed in the job description. No internal applicant shall be unreasonably denied an interview.
- b) Internal candidates shall not be deemed to lack the essential qualifications if it is agreed by the Selection Committee that they can become proficient within the first ninety (90) days of the trial period, given appropriate orientation and training as per Article 10.04.
- c) The applicant with the greatest seniority shall receive the appointment, provided they meet the required qualifications as defined in Articles 11.04 (a) and (b).
- d) The Employer may not reject the application of an internal candidate based on the Employer's perception that the transfer or promotion of the candidate will result in organizational inefficiency as a result of the candidate's current position becoming vacant.

11.05 Selection Committee

The work of the Selection Committee under this Article will be undertaken in a manner consistent with Article 11.04.

- a) The Employer will appoint a Selection Committee (the "Committee") to assess the candidate(s). The Committee must have not less than two (2) and normally not more than four (4) members, and will be comprised of an equal number of Employer and Employee Representatives. Every effort will be made to achieve appropriate gender balance on each Committee. The Committee's Employee Representatives will be selected from those knowledgeable of the specific requirements of the position. Probationary Employees are not eligible to sit as members of a Committee.
- b) Meetings of the Committee shall, whenever possible, take place during regular working hours and Employee Representatives shall suffer no loss of pay. Where meetings cannot occur during regular working hours, the provisions with respect to overtime compensation will apply.
- c) No more than thirty (30) days after the closing of the posting, the Committee will forward a selection report, including a ranking of qualified candidates, to the Employer.

- d) Committee members agree to maintain confidentiality of candidate information from applications, references or interviews.

11.06 Final Selection

- a) Final selection of a candidate is the responsibility of the Employer who will consider the selection report and recommendations of the Selection Committee. Within seven (7) days of the Selection Committee report, the Employer's decision will be undertaken in a manner consistent with Article 11.04. Where this selection differs from that recommended by the Committee, reasons for the decision shall be provided in writing to the Selection Committee and to the Union.
- b) Within ten (10) working days of the candidate's written acceptance of the position, the name of the successful candidate will be announced to the Union. On request, the Employer shall provide verbal explanation to Bargaining Unit applicants who have been denied the appointment or transfer of the reasons why they have not been selected. On request, the Employer shall further provide the explanation in writing.

11.07 Assumption of the Position

The successful candidate announced in Article 11.06 (b) will be placed in the position and assume full duties of that position as soon as is practicable. Necessary training and orientation to be provided shall be identified within ten (10) days of the candidate assuming the position.

11.08 Documents Provided Upon Appointment

Each Employee shall be provided with one (1) copy of the current Collective Agreement, and a job description, within ten (10) days of their date of hire.

11.09 Delegation of Staffing

In case of contract person of less than sixteen (16) weeks or less than five hundred and sixty (560) hours worked, selection can be delegated to the appropriate staff member and the Human Resources Manager.

ARTICLE 12 – LAYOFF AND RECALL

12.01 Definition of Layoff

- a) Layoff shall mean the discontinuation or reduction in hours of a position or positions, including termination or non-renewal of an employment contract, due to lack of work, reduction or discontinuation of a service or position. The discontinuation of service may be due to the elimination of a program or programs or to inadequate funding or to technological change.
- b) A joint committee of two (2) representatives each of the Union and the Employer shall meet within two (2) weeks of giving preliminary written notice to discuss alternatives to layoff or the elimination of positions, including but not limited to:
 - identifying contracted work which could be done by Employees
 - attrition
 - use of vacancies
 - reassignment (including retraining if necessary)
 - use of EI benefit sub plan to facilitate temporary layoffs
- c) No Employees shall be served with notice of layoff, relocation, or reduction in hours in accordance with Article 12.02 (a) until at least three (3) weeks have passed since the serving of preliminary written notice.
- d) Decisions as to layoff shall be guided by program objectives. Seniority shall be effective to the extent outlined in Article 12.02.
- e) During the period of notice, Employees shall be granted up to three (3) days time off with pay to seek other employment.

12.02 Implementation of Layoff

- a) In the case of a layoff, relocation, or reduction in hours as defined in Article 12.01 (a), the affected Employee(s) shall be given two (2) months notice or pay in lieu thereof.
- b) Employees (with the exception of those on secondment, exchange, or leave) who are laid off, as defined in Article 12.01 (a), may elect to exercise one of the following options within four (4) weeks of receiving notice of their layoff or re-location.

- (i) To accept the layoff as permanent and receive a severance payment equivalent to three (3) weeks pay per completed year of employment until the 17th year upon completion of which four (4) weeks will be credited and the maximum level of severance payment of fifty-two (52) weeks of pay is reached.

The severance payment is inclusive of the Employee's entitlements (if applicable) to notice, pay in lieu of notice and severance pay in accordance with the *Employment Standards Act, 2000*.

- (ii) An Employee who has completed one year plus one day service before being laid off may bump a less senior Employee in their classification (as defined in Appendix I), provided they have the ability and essential qualifications to fill the position in a manner which will not adversely affect the efficiency of the Employer beyond a ninety (90) day maximum familiarization period. The Employer shall provide the Employee a list of positions for which the employee is deemed to have the ability and essential qualifications within the maximum familiarization period. Employees who are unable to bump an Employee in their current classification may bump a less senior Employee in another classification provided that they have the ability and essential qualifications stated above.
- (iii) Employees who are offered a relocated position may choose to accept that position.
- (iv) An Employee who has completed two years plus one day service before being laid off can elect to be placed on the Recall List and shall cease accruing seniority. In the event that the laid off Employee is not recalled within one (1) year from the date of layoff, the lay off will be permanent and the laid off employee will be provided with severance pay calculated in accordance with Article 12.02(b)(i).

- c) Employees on secondment, exchange, or leave whose original positions have been affected as defined under Article 12.01 (a) may elect to exercise one (1) of the above options at the end of their period of secondment, exchange or leave, except in the case of external secondments, for which the option of bumping shall not apply. This clause shall be deemed to supersede any previously signed contractual agreements.
- d) Employees who elect to receive payments pursuant to 12.02 (b) (i) may at their request have the payments made in one (1) or more installments

or have a portion deposited to their RRSP. These payments may be allocated over a maximum of two (2) calendar years.

- e) Term/Temporary Employees shall not have bumping rights.
- f) The Employer shall pay moving expenses incurred by an Employee when bumping rights are exercised, or whose position is relocated as a result of a structural change.
- g)
 - (i) The Employer shall continue to remit premiums with respect to the laid off employee's continued participation in Health, Dental, AD&D and Life Insurance coverage for a period of one hundred and twenty (120) days to Employees with at least two (2) years plus one day service who have been laid off and elected the options in Article 12.02 (b)(i) or 12.02(b)(iv). For all other employees, benefit continuation shall be for the minimum period required under the *Employment Standards Act, 2000* (if applicable). All coverage is subject to carrier approval.

Long-Term Disability and Out of Country coverage is excluded.
 - (ii) During the said one hundred and twenty (120) days, should the Employee obtain coverage in another benefit plan through new employment, they are obligated to contact the Employer to cancel benefits
- h) In any event, the Employer shall make every effort to train an Employee whose position is modified or who is assigned to another position.
- i) In the case of a layoff as defined in Article 12.01 (a) there shall be no corresponding increase in workload for the remaining Employees.

12.03 Recall – Procedure Required for Recall

a) Recall List

A recall list shall be established. Copies of the current recall list shall be provided by the Employer on request.

b) Eligibility for Recall List

Employees are placed on the recall list pursuant to Article 12.02(b)(i).

c) Length of Recall

An Employee shall be on the recall list for a period of one (1) year.

d) Seniority During Layoff

Seniority shall not be accrued during a period of layoff, but shall be resumed upon being recalled.

e) Notice of Current Address

The Employer will notify individuals on the recall list of vacancies exceeding sixteen (16) weeks or five hundred and sixty (560) hours in duration at their last known address, on the first day the vacancy is posted.

f) Conditions for Recall

Employees on the recall list shall be recalled in the order of their seniority provided they have the ability and essential qualifications to fill the position in a manner which will not adversely affect the efficiency of the Employer beyond a ninety (90) day maximum familiarization period. No new Employees shall be hired, (i.e. permanent or Term Employees) until those on the recall list have been considered in accordance with this provision.

g) Conditions for Recall Forfeit

An Employee on the recall list who does not respond to a notice of recall within four (4) weeks shall have their name removed from the recall list and forfeit recall rights.

ARTICLE 13 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

13.01 In the event that the Employer introduces new methods or technology which requires new or greater skills than are possessed by Employees, the Employer will provide training to acquire the skills to meet the requirements of technological or organizational change, at the Employer's expense and with no loss of pay or benefits to the Employees.

13.02 PILOT PROGRAM

a) The Union and the Employer recognize that, from time to time, it may be necessary to define new work or to examine the existing organization of work in Oxfam Canada. When temporary changes to job descriptions and context statements are required for either of these purposes, a Pilot Program process shall consist of the following steps:

- i) All Employees in the affected work unit(s) and the Unit Chair shall be notified of the Employer's intention to undertake a Pilot Program. This notice shall be provided at least thirty (30) calendar days prior to implementing the Pilot Program. This notice shall identify the purpose of the Pilot Program, the job descriptions and context statements which will undergo temporary changes and the time frame for undertaking and completing the Pilot Program; and
- ii) The Unit Chair and all Employees will receive the temporary Job Descriptions at least twenty (20) calendar days prior to implementing the Pilot Program.
- iii) There shall be at least one (1) meeting of the work unit to be the site of the Pilot Program. Employees shall be consulted on the new job descriptions and context statements, and on the impact of the Pilot Program on the work unit.
- iv) The Employer shall provide an outline as to how the Pilot Program shall be monitored and evaluated.

13.03 Organizational Change

a) Job Security and Organizational Change

The parties agree that every effort will be made to maintain job security. Organizational change is inevitable, and provided it is well handled, can be a healthy process. The factors leading to organizational change may be internal or triggered by external forces. The need for effective, efficient and productive systems to meet organizational goals with the resources available underlies organizational change in Oxfam Canada.

Throughout any change processes, the Employer undertakes to explore or consider all options to avoid layoffs and other detrimental effects on Employees and working conditions. Given that Employees will be affected by organizational change, guidelines are set to ensure a fair and orderly process.

b) Definition of Organizational Change

In general, organizational change means:

- i) change which is caused by the introduction of new or significantly modified equipment or technology, language requirements, work methods, operational processes, or organizational structure and;

- ii) change in the skills or qualifications required, substantive duties or responsibilities, or the location of work and;
- iii) change which cannot be incorporated into the position(s) affected through regular work planning processes, or staff training practices.

In practice, the scope of organizational change can vary. In order to provide fair and equitable processes for Employees as well as a flexible approach, different levels of organizational change are recognized. Each level initiates a different response.

1. No layoffs:

The Union and the Employer agree to follow the process outlined in Article 13.03 (d), with the understanding that these changes will be considered permanent:

- a) where additional positions are identified, or
- b) where changes result in a reorganization of work within the work unit.

Articles 13.03 (d) & (f) apply where changes occur in more than one (1) work unit and no layoffs are required.

2. Layoffs:

- a) Article 12 shall come into effect where all positions in a work unit are made redundant, e.g. when a location is closed; and there are no changes to Job Descriptions in other work units, and where any remaining work can be incorporated into other units through the regular work planning process.
- b) Article 13.03 (d) applies where changes in one (1) work unit require a combination of layoffs and changes to remaining job description(s).
- c) Article 13.03 (d) applies where changes occur in more than one (1) work unit and layoffs are required.

c) Roles in Organizational Change

- i) Employer
Final responsibility for decisions for the change framework and for managing the implementation of the change lies with the Employer. The Employer will prepare documentation according to the scope of organizational change.

- ii) Employees
Employees directly affected by organizational change shall have the opportunity to participate in problem definition, the design of new structures and systems to meet change goals and the development of options and final recommendations for approval.
- iii) Union
There is a clear role for the Union to ensure that Employees' rights are being protected. The Union also has a role in responding to the Staffing Plan, as it relates to the Organizational Change Plan, participating in work unit discussions on the Staffing Plan, and representing Employees' rights in negotiation with the Employer to define what staffing procedures are to be followed with respect to redundancy, new positions, redefined positions, selection, lay-off and recall and transfers.
- iv) Labour Management Committee
The Labour Management Committee shall meet, as required, to develop any staffing procedure which is not clearly covered in this Article and/or to discuss matters of mutual concern related to organizational change. The LMC may agree to adjust the timelines after jointly assessing the implications of the scope of the proposed changes.

d) Organizational Change Process

The minimum length of the full organizational change process shall be one hundred and twenty (120) days from preliminary notification to implementation for Articles 13.03b/2(a), (b) and (c).

The following steps are involved:

- i) The Employer shall provide written notification of organizational change and a draft Organizational Change Plan, to the Union as early as possible and at least thirty (30) days before the Employer issues the Final Organizational Change Plan.
- ii) A joint Labour Management Committee of three (3) members from each party shall be established upon initial notification to develop an implementation plan.
- iii) The Union and work units shall have the opportunity to review the Organizational Change Plan, and to propose alternatives to them. In this review, the Employees have the right to have a Union Representative present. Alternative proposals are non-binding.

- iv) The Employer shall provide a Final Organizational Change Plan to the Union at least ninety (90) days before the introduction of the change. Affected Employees shall be notified in writing of any changes to their status.

e) Defining Status of Positions

- i) New Position: a position which is in addition to the Bargaining Unit (or excluded position) as defined in Article 3.01 of this Agreement or a position that requires fundamentally different qualifications from an existing position that is being affected by organizational change.
- ii) Redefined Position: a position where there is reorganization of existing or similar work, but the position retains the type of duties, level of responsibility, and essentially the same qualifications as the original position or a position which is geographically relocated.
- iii) Redundant Position: a position for which there is no longer a need, due to a lack of work, a reduction of services, or a substantive change in the type of duties, and/or the level of responsibility, and/or qualifications, and/or a position for which the working hours are changed.
- iv) Unchanged Position: a position for which there is no reorganization of existing or similar work or no major change in the skills, qualifications, duties, and responsibilities.

f) Implementation of Staffing Changes

- i) No New Employees
Unless otherwise agreed upon by both parties, if there are redundant positions, no additional Employees shall be hired by the Employer within the department affected from the date of presentation of the Final Organizational Change Plan (as per Article 13.03 (d) until the status of Employees affected by the change has been determined.
- ii) Redundancy Transfers
An Employee whose position is declared redundant shall come under the provisions of Article 12.
- iii) Training
The Employer Representative shall be responsible for ensuring a training and/or team building plan is developed and implemented

for affected staff, reflecting the type and length of training/orientation needed to meet the essential qualifications in affected Job Descriptions.

iv) Trial Period

For Employees in newly assigned positions, there will be a Trial Period, as per Article 10.04.

v) Layoff and Recall

When an Employee is rendered redundant or is bumped from their job as a result of organizational or technological change and there is no vacancy for which the Employee is qualified in Oxfam Canada then Article 12 of this Agreement shall come into effect.

vi) Termination of Employment

Where an Employee is in a redundant position and chooses not to accept a transfer for which they are qualified or does not exercise their rights under Article 12, then the Employee shall be terminated and entitled to provisions under Article 12.02 (b).

g) Transition and Workload

The parties agree it is important to recognize that workload and stress levels generally increase during any transition period and therefore measures to ensure adequate capacity need to be considered and be put in place.

The Employer Representative, through team and individual work-planning, will ensure that Employees have an acceptable workload, and will monitor workload on a regular basis throughout the implementation of the organizational or technological change. Results of workload reviews will be taken into consideration in the evaluation of organizational or technological change.

h) Monitoring and Evaluation

A monitoring and evaluation mechanism shall be built in at the planning stage of organizational and/or technological change in order to assess the effects on workload and overall effectiveness of the work. Ensuring that monitoring and evaluation occur is the responsibility of the Employer. The planning and implementation of monitoring and evaluation will include the Union and the affected staff in the work unit. The evaluation shall be designed to ensure that the results will provide a key element for any modifications or adjustments within the first two (2) years following the organizational change.

An evaluation report shall be completed within the first three (3) months following the completion of the first (1st) year following organizational change.

ARTICLE 14 – LEAVE FOR ILLNESS AND BEREAVEMENT

14.01

a) Bereavement and Compassionate Leave

Bereavement leave of up to five (5) days shall be granted in the case of death of a parent, spouse or spousal equivalent, fiancé, sibling or child.

b) Bereavement leave of up to three (3) days shall be granted for the purposes of attending the funeral of:

- a parent's sibling
- a sibling's child
- the parent, sibling, or child of a spouse/spouse's equivalent
- grandparent
- grandchild or
- former guardian or ward.

c) Compassionate leave of up to five (5) days may be granted at the Employer's discretion. In special cases such as travel time outside the Employee's work area, the Employer may allow a longer period of either bereavement or compassionate leave.

14.02 Sick Leave

Full-time Employees shall be entitled to twenty (20) working days' sick leave per fiscal year with pay. Employees working less than full-time shall be entitled to a pro-rated amount of that entitlement. In special cases a longer period maybe allowed. Mental ill-health constitutes a legitimate reason for sick leave. Sick leave will not be cumulative.

14.03 Extended Sick Leave

Entitlement to extended sick leave shall be based on length of service, and shall come into effect when the Employee is continuously ill for ten (10) or more working days. In case of such a lengthy illness, the Employee shall apply for sick leave as provided under the *Employment Insurance Act*, and the Employer shall pay to the Employee a Supplemental Employment Benefit. Employees have the right to supplementary Employment Insurance Benefits as specified in the Plan:

- a) The benefit shall be equivalent to the difference between ninety-five per cent (95%) of the Employee's regular weekly earnings and the amount of the weekly Employment Insurance Benefits (pursuant to the Supplemental Benefits Agreement with the Employment Insurance Commission).
- b) The benefit will be payable for the one (1) week waiting period for Employment Insurance Benefits.
- c) The benefit will be payable up to the maximum terms allowed as follows:
 - (i) Employees with less than six (6) months of service: up to and including the first six (6) weeks of such an extended illness.
 - (ii) Employees with six (6) months or more: up to and including seventeen (17) weeks of extended illness (see Article 21.05(a), Long Term Disability, Commencement of Coverage).
- d) Pursuant to Subsection 37(2) of the EI Regulations, the Employee must apply for and be in receipt of Employment Insurance Benefits to receive payments under the plan except for:

Employees who would normally qualify for Maternity/Parental leave or are unable to work by reason of disability within the meaning of the Ontario Human Rights Code, but are denied benefits due to not having sufficient weeks of insurable earnings.

14.04 Proof of Illness

An Employee claiming sick leave entitlements for an absence of more than five (5) consecutive days may be required to provide a doctor's certificate.

ARTICLE 15 – PROFESSIONAL DEVELOPMENT AND PERSONAL LEAVE

Subject to the application of other provisions of this Collective Agreement, the Employer and the Union agree it is of mutual benefit to the Employer and the Employee to improve the educational/professional standards of the workforce. Employees returning from a professional or personal leave will be reinstated to their previous position or shall be guaranteed a position in their original location upon return but not necessarily their previous position, provided that they have the necessary skills.

15.01 Long Leave

- a) After three (3) years of employment, an Employee shall be entitled for a work-related study and/or field experience leave apart from normal duties. Such Long Leave shall be for the professional development of the Employee and have significant relevance to the Employee's regular duties or to the objectives or programs of Oxfam Canada. The definition of work-related leave is to be flexible; for example, courses, language training and development, related to the work of the organization.

An Employee shall be entitled to subsequent leaves after each additional three (3) years work, which period shall be calculated as follows: (i) from the date the Employee becomes eligible for leave if the previous leave is commenced within twelve (12) months from the original date of entitlement; or otherwise (ii) from the date the previous leave commenced; but (iii) where a leave was delayed as a result of the Employer's exercise of discretion pursuant to Article 15.01 (e), the period of delay shall be included in the calculation of the three (3) year period.

- b) Approval
Written applications shall be forwarded to the respective Manager for approval. Where field trips to an area of concentration are involved, advance consultation with appropriate program staff is necessary.
- c) Report Required
The Employee shall provide a written report to the Employer within thirty (30) calendar days of returning to work from Long Leave.
- d) Conditions
The amount of paid leave under this provision shall be up to eight (8) weeks. In addition to salary, the Employer shall cover tuition and travel expenses for appropriate work-related study to a maximum of seven hundred and fifty dollars (\$750.00). Seniority shall accrue during such leaves of absence.
- e) Delay Within Which Leave is Granted
The timing of leave under this clause is negotiable but must be granted within one (1) year of application.
- f) Conditions
The provision of this clause shall apply only if the Employee undertakes to return to employment with Oxfam Canada for no less than one (1) year following this leave. In the event that the Employee terminates their employment prior to the completion of one (1) year following the leave, the Employee shall reimburse the Employer an amount equal to the ratio that the uncompleted portion of the year, as a percentage of

the year, bears to the amount paid to the Employee in respect of the leave.

If after taking a Long Leave, the Employee loses their job through layoff or Organizational Change, the Employee is not required to reimburse the Employer for the amount of time not completed.

15.02 Short Leave

Employees are eligible to apply for leave with pay and expenses to take part in job related conferences, courses, workshops, institutes, evening meetings or in-service training sessions. Employees shall submit a written application to their respective Manager for approval. Such leave shall not be unreasonably withheld. Seniority shall accrue during such leaves of absence.

15.03 Internal Secondment

Employees are eligible to apply through their respective Manager for a secondment of up to one (1) year either within Oxfam Canada or to other Oxfam affiliates and/or Oxfam International, with no reduction in salary and benefits. Such secondment shall be for the professional development of the Employee and/or have significant relevance to the Employee's regular duties and/or to the objectives or programmes of Oxfam Canada. Secondment for more than one (1) year may be considered. Seniority shall accrue during the secondment.

Conditions

The Employee shall make every effort to return to and continue their employment for a period equal to the secondment.

15.04 External Secondment

After three (3) years of employment, Employees are eligible to apply through their respective Manager for a secondment to other organizations for a maximum of up to one (1) year. Such secondment shall be for the professional development of the Employee and/or have significant relevance to the Employee's regular duties and/or to the objectives or programmes of Oxfam Canada. Secondment for more than one (1) year may be considered. Seniority shall accrue during the secondment.

Conditions

The Employee shall make every effort to return to and continue their employment for a period equal to the secondment. Arrangements will be made on an individual basis with respect to pay and benefits.

15.05 Internal Exchange

After two (2) years of employment, and where feasible, desirable and with the support of affected work unit (s), Employee(s) may apply to their respective Manager to exchange jobs within Oxfam Canada and/or with an Employee in another Oxfam affiliate or Oxfam International for up to two (2) months with no reduction in salary and benefits.

Conditions

The Employee shall make every effort to return to and continue their employment for a period equal to the exchange.

15.06 External Exchange

After three (3) years of employment, Employees are eligible to apply through their respective Manager for an exchange with an Employee in another organization for up to two (2) months. Such exchange shall be for the professional development of the Employee and/or have significant relevance to the Employee's regular duties and/or to the objectives or programs of Oxfam Canada. Seniority shall accrue during the exchange.

Conditions

The Employee shall make every effort to return to and continue their employment for a period equal to the exchange. Arrangements will be made on an individual basis with respect to pay and benefits.

15.07 On-the-Job Training

On the job training opportunities/options will be identified through the performance review process. Time spent in such training shall be considered as normal time worked and shall be paid for in accordance with the terms of this Agreement.

15.08 In cases of external secondment or a personal leave, the employee must provide written communication half-way through their leave and one (1) month prior to their scheduled return confirming their return to work. Failure to meet this condition shall result in the immediate termination of the secondment and/or personal leave. In cases of resignation, the Employee shall comply with the requirements contained in Article 23.01.

PERSONAL LEAVE

15.09 Leave without Pay (Personal Reasons)

An Employee may apply to the Employer through their respective Manager for a leave of absence without pay for personal reasons other than illness provided that they first make a written request at least thirty (30) days prior to the proposed commencement of the leave. Seniority shall not accrue during such leaves of absence.

15.10 Self Funded Leave Plan:

Self-funded Leave Program

A full-time Employee may apply for participation in a prepaid leave program-for a one (1) year leave of absence funded solely by the Employee and financed through a deferral of salary in accordance with Part LXVIII of the Income Tax Regulations, Section 6801. The pre-paid leave program shall be subject to the following terms and conditions:

- a) One of the following methods must be chosen to determine the period during which salary is held back and accumulated, the amount and year in which the leave is granted and repayment of deferred salary and interest, if any:
 - i) Three (3) years of deferral of one-quarter (25%) of annual salary in each year, followed by one (1) year leave of absence.
 - ii) Four (4) years of deferral of one-fifth (20%) of annual salary in each year, followed by one (1) year leave of absence.
 - iii) Five (5) years of deferral of one-sixth (16%) of annual salary in each year, followed by one (1) year leave of absence.
- b) An Employee who wishes to participate in this program must make written application to the Employer or designate stating the intended purpose of the leave at least six (6) months prior to the intended commencement of the program (i.e. the salary deferral portion).
- c) Written applications will be reviewed by the Employer or designate. Leaves requested for the purpose of further formal education will be given priority. Applications for leave requested for other purposes will be granted according to the operational requirements of Oxfam Canada. A written approval or denial will

be forwarded to the applicant within four (4) weeks of the application submission.

- d) During the years of salary deferral, the percentage of gross annual earnings will be deducted and held for the Employee and will not be accessible to them until the year of leave or upon withdrawal from the plan.
- e) The manner in which the deferred salary is held shall be at the discretion of the Employer. The number of Employees entered into the plan of salary holdback shall be determined by Oxfam Canada in accordance with its staffing requirements but shall not exceed a maximum of two (2) full-time Employees. The year for purposes of the programme shall be September 1st of one (1) year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the Employee, the Local Union and the Employer.
- f) All deferred salary, plus accrued interest, if any, shall be paid to the Employee in the same manner as receiving regular pay or in accordance with such other payment schedule as may be agreed upon between the Employer and the Employee.
- g) Subject to continued eligibility, all benefits, described in Article 21, shall be kept whole during years of salary deferral and during the period of leave. The existing Employer/Employee payment schedule of required premiums will remain in effect. The Premiums and benefits for Short Term Disability, Long Term Disability and Life Insurance are salary based. Therefore, during the years of salary deferral and during the period of leave both the premiums and benefits will be reduced for participating Employees.
- h) Participating Employees will continue to contribute to the pension plan during the years of salary deferral and during the period of leave. Such contributions shall be based on the salary received during the years of salary deferral and the period of leave.
- i) Seniority and service for the purpose of vacation and salary progression and other benefits will continue to accrue during the period of leave.
- j) A participating Employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months' notice is given to the Executive Director, or designate. Deferred salary, plus accrued interest, if any, will be returned to the Employee, within a reasonable period of time.

- k) If the Employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the Employee within a reasonable period of time. In the case of the Employee's death, the funds will be paid to the Employee's estate.
- l) The Employee will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job at the same rate of pay.
- m) Final approval for entry into the prepaid leave program will be subject to the Employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Employee's pay. This formal agreement shall be in writing and set out the terms of the plan agreed to and the conditions within. It shall include but not be limited to:
 - i) A statement that the Employee is entering the prepaid leave program in accordance with Article 15.09 (b) of the Collective Agreement;
 - ii) The period of salary deferral and the period for which the leave is requested;
 - iii) The letter of application from the Employee to the Employer to enter the prepaid leave program will be appended to form part of such written agreement.

15.11 Employer Guarantees Leave Not To Disrupt Work

Every effort will be made so that any leave of absence will not unduly disrupt the work of the organization.

15.12 Leave without Pay – Public Affairs

Upon written request, the Employee may apply to the Employer, through their Manager, for a leave of absence without pay, so that they may be a candidate in Federal, Provincial or Municipal elections. Such leave shall not be unreasonably withheld.

Benefits coverage for Health, Dental, AD&D and Life Insurance will continue up to a maximum of one (1) year. Long-Term Disability and Out of Country coverage is excluded, but the Employer shall pay the Employee an amount equivalent to the cost of one (1) year's LTD premiums had the Employee not been on leave.

15.13 Special Leave

a) Special leave with pay to a maximum of sixteen (16) working days per fiscal year will be granted to Employees as follows:

Illness in the Employee's immediate family **	up to 5 days per occasion
Household emergency/Emergency in the Employee's immediate family** (other than illness)	up to 2 days per occasion
Personal appointments for the Employee or immediate family, requiring absence from work	up to ½ day per month
Moving of a household	up to 1 day per occasion
Preparation for or writing an examination for a credit course	½ day per occasion
Birth of a child (for partner)	up to 1 day per occasion

** For the purpose of this Article, immediate family is defined as parent, child or step-child, partner, sibling or someone to whom the employee is legally responsible for their care (i.e. guardian/ward).

ARTICLE 16 – VACATIONS

16.01 PAID HOLIDAYS

The Employer recognizes up to a maximum of sixteen (16) days per calendar year of paid holidays as follows:

- a) The applicable statutory holidays
- b) Two (2) float days; and
- c) From December 27 to December 31 (inclusive)

In the case where the floats are insufficient for the Employee's religious or cultural observances, they shall have the right to substitute any of the days noted above, provided that the Employee meets with their supervisor to formulate a plan to ensure that productive work can be arranged when Oxfam offices are otherwise closed.

Where such holiday falls on a Saturday or Sunday, they shall be entitled to a holiday the following Monday. If any holidays fall within vacation periods or during time off taken for overtime, that day or days shall be added to the vacation or other time off period.

16.02 Paid Vacation Leave

All Employees shall be entitled to annual leave based on continuous service at work as follows:

- a) An Employee of less than seven (7) years of service shall be entitled to four (4) weeks paid vacation per year, or a prorated portion thereof accumulated at one point six seven (1.67) days per month.
- b) An Employee of more than seven (7) years of service shall be entitled to five (5) weeks paid vacation per year, or a prorated portion thereof accumulated at two point zero eight (2.08) days per month.

For clarity, the holidays in Article 16.01 shall not be included in the calculation of paid vacation leave.

Where job sharing occurs, the part-time Employee shall be entitled to an appropriate portion of the vacation period, based on the portion of the full-time week being worked. Advance claims may be made by individual request. Where the Employee leaves before accumulating holidays already taken, they will reimburse the Employer for the amount equal to those days not accumulated.

16.03 Arrangements for Holidays and Scheduling of Vacations

Advance scheduling of holidays shall be mutually agreed between the Employer and Employee(s). The Employer may only approve no more than fifteen (15) unearned vacation days.

16.04 Entitlement to Vacation Pay – Layoff – Termination

Where employment is terminated or where layoff occurs, the Employee affected shall receive vacation pay at a full rate as accumulated to the date of termination or layoff.

16.05 Maximum Accumulation of Vacation Leave

No more than five (5) days may be carried over into the next fiscal year.

ARTICLE 17 – HOURS OF WORK AND COMPENSATION

In support of the agreed value of employment equity as a means to enrich Oxfam Canada, particularly to achieve gender equity, the Employer and the Union affirm their commitment to applying equity principles to hours of work. They acknowledge the benefits of alternative work arrangements, including modified workweek, flexible hours, compressed hours and job sharing, and agree to incorporate them into Oxfam Canada's hours of work policy and human resources procedures and systems.

17.01 Hours of Work

Each full-time Employee shall work thirty-five (35) hours per week.

17.02 Traveling Time

Traveling time on Oxfam Canada business is considered as time worked. One (1) day's leave will be granted for every seven (7) consecutive days that the Employee is away from home. It is understood that traveling time includes the time it takes to travel to and from meetings on Oxfam business. Whenever possible, the Employee should arrange to take such leave within four (4) weeks. If the Employee is unable to take time off within that period, the time shall be considered lieu time under Article 17.04.

17.03 Flex Time

When a full-time employee is required to work outside of their regular work hours, the Employee will flex their time that week so that the employee's hours of work not exceed thirty-five (35) hours per week. This leave will be pro-rated for Employees scheduled to work fewer than thirty-five (35) hours per week.

17.04 Lieu Time

When an employee is required to work beyond their regularly scheduled weekly hours, arrangements will be made to take off an equivalent number of hours. All lieu time must be pre-approved, by the Employee's Supervisor except in exceptional circumstances where pre-approval is not possible. The actual number of hours worked must be reported through the time and attendance management system.

At or before the time when an Employee has accumulated ten (10) days of lieu time, the employee shall endeavour to engage, or shall be engaged by their supervisor, in discussion about ways and means of better managing the workload and time.

No more than five (5) days of lieu time may be carried over from year to year. Exceptions will be made with approval of the Employer when overtime is accumulated in the fourth (4th) quarter of the year.

Accumulated lieu time may be used in conjunction with other time off. Use of more than three (3) consecutive lieu days at one (1) time shall require the prior approval of the Employer. Use of consecutive five (5) day blocks of lieu days is not permissible. Reasonable expectations of maintaining operations will be considered when approving request for time off.

Lieu time is contingent on overtime worked and is not to be considered extra vacation. The Employer, at their discretion, may ask for evidence of overtime worked.

It is the Employer's responsibility to have in place effective systems for tracking hours of work. It is the Employee's responsibility to ensure that overtime is reported in the time and attendance management system in a timely manner.

17.05 Voluntary Overtime

All Employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing.

17.06 Job Sharing

We note that the present Agreement allows for job sharing, that the matter is worthy of jointly developing an effective policy, and we refer the issue to the Labour Management Committee for the development of such a policy.

ARTICLE 18 – REMUNERATION

18.01 Employees covered by this Collective Agreement shall be paid on the basis of the annual salaries outlined in Appendix II. This salary grid shall be in effect for the duration of the Collective Agreement.

18.02 On March 31st of every year, the Wage Grid in Appendix II and referred to in Article 18.01 shall be adjusted upward by the amount equal to the percentage change in the *All Items Consumer Price Index* for Canada for the preceding calendar year.

In the year in which the Collective Agreement expires, the agreed to COLA will be paid retro-actively to April 1st once a new Collective Agreement for the following year(s) has been reached.

18.03 Acting Pay

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:

- i) The Employee is assuming all of the principal duties and responsibilities of the position for a period of more than ten (10) consecutive working days;
- ii) Acting pay is retroactive to the first (1st) day of assignment;
- iii) The Employee will receive the first (1st) level of pay of the salary group for the acting position or at least three per cent (3%) more than their current salary, whichever is greatest.

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.

18.04 The step at which a new Employee is placed on the Grid is at the sole discretion of the Employer recognizing that two (2) years of related previous experience would equate to Step 1 on the Grid.

18.05 Part-time Employees shall be paid on the basis of a proportion of the annual salary equivalent to the proportion of the full time minimum work week worked on a regular basis.

18.06 When an Employee transfers as a result of a job competition to another position at the same group there will be no reduction in the Employee's salary.

18.07 The salary of all Employees shall progress to the next position on the grid on the anniversary of their initial date of hire.

18.08 Classification of Positions

The classification of a new position or reclassification of a current one must occur in a mutually agreed fashion with the Union in a manner consistent with the gender-neutral job evaluation tool. Where the Joint Job Evaluation Committee is unable to agree on a final evaluation the matter may be submitted to arbitration for resolution.

ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE

19.01 Pregnancy and Parental Leave shall be granted in accordance with the terms and qualifying conditions as contained in the Ontario *Employment Standards Act, 2000* as amended from time to time.

19.02 Supplementary Employment Benefits Plan

If the Employee is eligible and in receipt of employment insurance maternity and/or parental benefits under the terms of the *Employment Insurance Act* as amended from time to time, the employee shall receive a Supplemental Employment Benefit (“SEB Benefit”) in accordance with Appendix III, which shall form part of this Collective Agreement. The Plan shall continue in force for the life of the Collective Agreement.

19.03 Alternative Paid Parental Leave

Employees who are eligible for Pregnancy or Parental Leave as defined in Article 19.01 but who choose not to exercise their right to leave and are not in receipt of the SEB Benefit, are entitled as an alternative to twenty (20) working days with pay.

19.04 Return to Work after Pregnancy and Parental Leave

Upon return to work, the Employee shall be reinstated to their former position with the same pay and any increments that the Employee may have been entitled to during the leave, and without loss of seniority entitlements.

19.05 Employee Benefit Entitlement during Pregnancy and Parental Leave

The Employee shall suffer no loss of employment benefits during the period of Pregnancy and Parental Leave. An Employee on Pregnancy and Parental Leave shall enjoy all the rights and benefits of this Collective Agreement.

19.06 Illness during Pregnancy

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

ARTICLE 20 – EXPENSES

20.01 Employee Expenses

Employees will be provided with a daily per diem, equal to eighty per cent (80%) of the current rates established by the Treasury Board of Canada for meal(s) and incidental(s). Receipts are not necessary for reimbursement.

20.02 Employees with children who must travel in connection with their work, or work outside regular hours, are entitled to reimbursement where necessary, for extra child care costs associated with being away from home (baby-sitter, extra day-care costs or in the case of single parents, boarding expenses are included). Employees shall consult with the Employer in advance of incurring child care costs and the Employer shall approve reasonable reimbursement.

20.03 Vehicle Allowance

Where a vehicle allowance is approved by the Employer as being the most cost-efficient option, the following will apply:

- a) Upon ratification, the kilometer allowance shall be based on one hundred (100%) of Treasury Board rates.
- b) Furthermore, where damage should occur to the Employee's vehicle, through no fault of the Employee, while the vehicle is being used for Oxfam Canada business, the Employer will pay the amount of the deductible up to a maximum of one thousand dollars (\$1000).

20.04 Other Justifiable Expenses

Other justifiable expenses may be paid upon production of receipts.

20.05 Arrangement of Travel Expenses

With respect to expenses, it is assumed that Employees shall arrange travel, and accommodation in the most cost-efficient way.

ARTICLE 21 – BENEFITS

21.01

a) Scope of Benefits

The responsibility of the Employer under this Agreement to provide LTD, medical, dental, EAP, life insurance or other health and welfare benefits is discharged by the provision, through a third party carrier, of a plan acceptable to the Union that is in compliance with this Article 21. Liability for payment in such case is limited to premium payments with respect to the plan in question. It is mutually understood that any change of plan and/or carrier will occur without loss of benefits and that the benefits covered under this Article are effective in accordance with the terms of the plan, including any waiting periods.

b) Disputes

For greater clarity, it is understood that if there is a dispute involving eligibility for benefits, claims for benefits and/or continuance of a benefit resulting from a medical opinion, the dispute will be between the employee and the carrier and will not be subject to the grievance and/or arbitration procedures.

c) Eligibility

To be eligible for benefits, a part-time Employee is required to be scheduled to work twenty-one (21) hours or more per week.

21.02 Accidental and Life Insurance

a) Life Insurance

Life insurance coverage will be provided in the amount of eighty-five thousand dollars (\$85,000) for each Employee with one hundred percent (100%) of the premiums paid by the Employer.

b) Accidental Death and Dismemberment

Accidental death and dismemberment coverage will be provided for each Employee with one hundred percent (100%) of the premiums paid by the Employer.

21.03 Medical Premiums and Supplemental Insurance

Medical premiums and supplemental insurance (including drugs, vision, hearing and semi-private care) under a group insurance policy with one hundred percent (100%) of the premiums paid by the Employer.

21.04 Dental Plan

Coverage will be provided for Employees and their dependents under a Dental Plan which includes an orthodontic benefit with a lifetime maximum of two thousand dollars (\$2,000) and sixty per cent (60%) co-insurance. Premiums shall be paid at the current O.D.A. Fee Schedule as follows: with one hundred percent (100%) of the premiums paid by the Employer.

21.05 Long Term Disability

Premiums for LTD shall be one hundred percent (100%) Employee paid.

Long Term Disability Plan

The Employer will provide a Long-Term Disability Plan covering all Employees in the Bargaining Unit, who meet eligibility requirements, which includes the following criteria:

a) Commencement of Coverage

The waiting period is 119 days, per Plan terms. It is understood that LTD insurance terminates when the Employee reaches age sixty-five (65).

b) Waiver of Premium

After six (6) months of disability (as defined by the Plan), premium payments for life insurance may be waived by the carrier provided that the Employee applies within the timelines required under the Plan and otherwise meets the Plan requirements.

c) Employee Status While on LTD

All Employees while they are receiving benefits under the LTD Plan will retain their Employee status with Oxfam Canada until such time as it is determined that there is no reasonable prospect of the employee returning to work in the reasonably foreseeable future.

d) Employee Rights while under LTD Plan

All Employees while they are receiving benefits under the LTD Plan will be entitled to health, extended health and dental benefits under the Collective Agreement, provided they meet the eligibility criteria under the Plan, for a maximum period of two (2) years. Where such an individual is unable to secure alternative extended health and dental benefits and will experience financial hardship, the Employer will extend such benefit coverage. Such arrangement will be re-visited if

circumstances change (e.g. individual finds alternative coverage; there is a change in provincial drug funding, etc.)

- e) LTD Coverage
Eligible Employees shall have LTD coverage for both occupational and non-occupational illnesses and injuries.
- f) Level of Benefits While on LTD Plan
The benefit amount shall be determined in accordance with the terms of the Plan. The Plan includes a cost of living adjustment one year after the start of the benefit period and annually thereafter, not exceeding five per cent (5%) in any year.
- g) Return to Work After Disability
As per the Human Rights Code of Ontario, the Employer has a duty to accommodate a disabled Employee to the point of undue hardship. Such accommodation may include but is not limited to gradual return to work, retraining, physical modifications to the job site, rebundling of job duties, and flexible work schedules subject to the Employee's ability to perform the essential duties of the job.

21.06 Pension Plan

Multi-Sector Pension Plan

In this Article, the terms used shall have the meanings as described:

- a) "Plan" means the Multi-Sector Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:
 - i) the straight time component of hours worked on a holiday
 - ii) holiday pay, for the hours not worked
 - iii) vacation pay
 - iv) all other paid leave

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

"Eligible Employee" means all Employees in the Bargaining Unit who have completed five hundred (500) hours of service and who have Canadian income tax deducted from their wages by the Employer.

- b) Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four point twenty-five per cent (4.25%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal four point seventy-five per cent (4.75%) of applicable wages to the Plan. The Employer's contributions shall increase to five percent (5%) effective April 1, 2020 and five point twenty-five percent (5.25%) effective April 1, 2021.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- c) The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each Eligible Employee by Paragraph 5 above are:

- i) to be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii) to be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) to be provided once, and if status changes:
 - Full address as provided to the Employer by the Employee
 - Termination date when applicable (MMDDYY)

- iv) to be provided once if they are readily available:
 - Gender
 - Marital Status

The Employer at the expense of the Plan may provide any additional information requests, beyond that noted above, if possible, unless the Employer is obligated by law to provide the information.

- f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated January 1, 2002, and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

21.07 Jury Duty

The Employer guarantees payment to an Employee should they be called upon for jury duty. Said Employee shall continue to receive salary and benefits in accordance with the Collective Agreement, but shall remit to Oxfam Canada any fee received.

21.08 Definitions of Dependents

For the purpose of benefits, dependents are defined as and limited to:

- a) The spouse or spousal equivalent of the Employee.
Spouse means:
 - (i) the person to whom the Employee is lawfully married through an ecclesiastical or civil ceremony, or
 - (ii) on designation in writing by an Employee, filed with the Employer, the person (of the opposite or same-sex) with whom an Employee has been cohabiting in a spousal or spousal equivalent relationship for a period of at least one (1) year,

- b) The unmarried child of the Employee:
 - (i) up to twenty-one (21) years of age (age twenty-five (25) in the case of a full-time student in a recognized institution who is wholly dependent on the Employee for support, evidence must be provided to the benefit carrier); or
 - (ii) twenty-one (21) years of age or over and unmarried and incapable of self-sustaining employment by means of mental or physical disability.

ARTICLE 22 – WORKPLANNING AND EMPLOYEE PERFORMANCE REVIEW

The parties acknowledge the value of accurate job descriptions as a work planning tool. It is the responsibility of the Employer to ensure that job description accurately reflect the job duties expected of and actually performed by members of the Bargaining Unit.

22.01 The parties agree that the Employer has final responsibility for the assignment of work and the review of Employee performance. The Employer acknowledges the right of Employee involvement in the process wherein work is planned, results are assessed, and performance is reviewed.

22.02 Job Descriptions

a) The Employer shall prepare a written job description for each existing Bargaining Unit position as well as when a job is created or whenever the duties of a job change. These descriptions shall be presented to the Employee and the Union. The Union shall have ten (10) working days in which to respond.

b) Where the employee believes that their job has significantly changed and their job description does not accurately reflect the duties of the position, the employee may complete a Job Description Review Request Form setting out any areas of dispute for consideration by the Employer. Nothing herein shall limit management rights to determine the content of job descriptions or the contents of the Job Description Review Request Form.

c) In the event that the Union files a grievance under Article 22.02 (b), the parties agree to recognize the job descriptions as being under review.

22.03 Work Plans

A work plan outlines an appropriate and realistic set of objectives and activities for a particular period of time. Individual work plans are to be developed for each Employee annually and reviewed on a regular basis, normally every six (6) months. Work plans are to be derived from Oxfam Canada's overall planning process, and the plans of the Employee's staff team or Department. Both parties acknowledge the Employee's right and responsibility to participate in the development of their work plan, and the Employer's responsibility to see that work plans are realistic and result in manageable workloads for Employees.

22.04 Performance Review

a) The purpose of the Performance Review is to assess work effectiveness and workload, to provide an opportunity for support and constructive feedback, to identify professional development objectives, and to agree on plans for enhancing performance and solving any workload issues.

b) Managers and supervisors are responsible for conducting periodic reviews with staff to assess work plans, identify issues, revise objectives, assess workload and make changes as necessary to work

plans. When staff request such a review, it shall be undertaken in a timely manner.

- c) A formal Performance Review of each Employee shall be carried out on an annual basis. The review will be done in reference to the Employee's job description, work plan and skills.
- d) The Performance Review shall be carried out by the Employer or delegate and will include input from the Employee's peers. All those conducting reviews shall be trained in Oxfam's system and supported prior to the review.
- e) The Performance Review report will be written, signed by the Employee and placed on the Employee's file. Employees shall have the right to add comments to the Performance Review Report.
- f) For the purposes of this Agreement, work Performance Reviews are not considered disciplinary in nature.

ARTICLE 23 – RESIGNATION

23.01 Notice of Resignation

An Employee, except a temporary Employee, who resigns is required to give one (1) months' notice in writing to the Employer.

23.02 Benefits and Resignation

In case of dismissal or resignation, the Employee shall receive all vacation entitlements and salary due to the date of termination.

ARTICLE 24 – GRIEVANCES AND ARBITRATION

24.01

a) Grievances

Grievances shall be defined as follows:

Individual Grievance – Any dispute affecting one (1) Employee constitutes an individual grievance.

Group Grievance – Any dispute affecting two (2) or more Employees which is taken up on their behalf by the Union constitutes a group grievance.

Policy Grievance – Any dispute arising between the Employer and the Union on matters which involve the interpretation, application or administration of the Collective Agreement in whole or in part shall be termed a policy grievance and shall start at Step 2 of the grievance process.

The Employer acknowledges the rights and duties of the Union Grievance Committee and representative of the Union Executive and agrees that Union Representatives shall not be interfered with in the performance of their duties under this Article. The representative of the Union Executive may investigate and process grievances during working hours, without loss of pay. Permission for time away from work duties shall be sought from the representative of the Union Executive's Employer Representative. Such permission shall not be unreasonably withheld.

The parties agree that it is of the utmost importance to address grievances fairly and promptly. Prior to instituting the formal grievance procedure, the aggrieved Employee shall first discuss their complaint with the Department Manager. If the complaint cannot be settled at this level, it shall be processed as follows:

Step 1 –

When an Employee has a grievance, the Employee or the Union shall provide written notice of the grievance to the Director of Finance & Operations, who shall, thereafter, inform the Employee and the Union, within five (5) working days, of the name(s) of the person(s) designated by the Employer to act for it in discussing the grievance. The grievance meeting shall be held within twenty (20) working days of the notification of the Employer representative designate. The grievance meeting shall be, among the person(s) delegated by the Employer, grievor, and representatives of the Union. The Employer designated person(s) will deliver their response in writing within five (5) working days of the grievance meeting.

Step 2 –

If the grievance has not been satisfactorily resolved at Step 1, it may be referred to the Director of Finance & Operations within five (5) working days of the response notification at Step 1. Thereafter, the grievance shall be discussed by the Employer Representative, grievor, and representatives of the Union within ten (10) working days of the grievance being referred to the Director of Finance & Operations. The Director will deliver their response in writing within five (5) working days of the Step 2 grievance meeting.

Step 3 –

If the grievance is not satisfactorily resolved at Step 2, it may be referred to the Executive Director within five (5) working days of the response notification receipt at Step 2. The grievance shall be discussed by the Executive Director (or designate), grievor and representatives of the Union within ten (10) working days of the grievance being referred to the Executive Director. The Executive Director will provide a response within five (5) working days thereafter.

Step 4 –

If the grievance has not been satisfactorily resolved at Step 3, the Union may refer the grievance to arbitration within ten (10) working days. An Employee involved in the grievance shall be permitted the necessary time off without loss of pay or benefits to attend to adjustment of a grievance and may be present at any step in the grievance.

Any resolution of a grievance at Steps 1, 2 or 3 is subject to final approval by the Executive Director or delegate.

b) Union and Employer Grievance

If the Union or the Employer has a grievance, it shall be forwarded in writing to the Executive Director, in the case of a Union grievance, or the Unit Chair, in the case of an Employer grievance. The matter shall be discussed at a meeting between the Executive Director and the Union within twenty (20) working days of the grievance being forwarded. If the grievance has not been satisfactorily resolved within ten (10) working days of the meeting between the Executive Director and the Union, then the grieving party may refer the grievance to arbitration.

24.02 General Procedures Involving Grievances

a) Right to Discuss Issues

Nothing in the grievance procedure shall prevent the Union, the Employee or the Employer, their delegate or delegates from raising any matter relating to conditions of employment with appropriate bodies in an effort to resolve any dispute or differences which may arise. However, the provisions of the Collective Agreement may not be amended, modified or altered, except through the normal collective bargaining process.

b) Method of Communicating

Decisions at each step of the grievance procedure as outlined in Article 24.01 are to be communicated in writing within ten (10) working days of the meeting. All communication required by this Article shall be circulated or delivered by e-mail, receipted internal mail (receipted

internal mail means the parties involved sign a receipt acknowledging that they indeed received a copy of the communication on the date indicated), or when appropriate, Canada Post Office registered mail, with acknowledgement of receipt.

- c) Right to Information
Both parties in the grievance procedure may request and are normally entitled to receive any information necessary to a proper investigation of a case.
- d) Extension of Time Limits
Recognizing the principle of good faith and fairness for all concerned, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union
- e) Representation
The grievor shall have the right to be present at all stages of the grievance procedure and shall be accompanied by a Union Representative

ARBITRATION

24.03 If settlement is not reached through the procedure outlined in Article 24.01, the grievance may be referred by the Union or by the Employer in accordance with the grievance procedure to a single Arbitrator, to be mutually agreed upon by the parties, if the parties fail to agree on an arbitrator, the party submitting the grievance to arbitration shall request the Minister of Labour to appoint and impartial arbitrator.

24.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

24.05 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of their nominee to the board it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

24.06 No person shall act on an Arbitration Board who has been involved in attempts to settle any grievance.

24.07 Sole Arbitrator

Subject to mutual agreement of the parties, the above arbitration provisions may be amended to provide for a sole Arbitrator.

ARTICLE 25 – DISCIPLINE, SUSPENSION, DISCHARGE

25.01 Discipline, Suspension, Discharge

The Employer shall not discipline, suspend or discharge any Employee, who has completed their probationary period, except for just cause.

25.02 Notification and Representation

An Employee shall have the right to have a Union Representative present at any meeting where the Employee is to be disciplined or where a possible disciplinary action will be taken. The Employer shall give the Employee a minimum of two (2) working days notice prior to such a meeting. Whenever the Employer deems it necessary to discipline an Employee, the Employer shall, within five (5) days thereafter, give written notice of such discipline to the Employee with a copy to the Union.

25.03 Disciplinary Record

The disciplinary record of an Employee shall not be used against them at any time after eighteen (18) months following disciplinary action.

25.04 Reason for Discharge

When an Employee is discharged after the completion of their probationary period, the reasons therefore, must be given in writing to the Employee with a copy to the Union within five (5) days of the date of discharge.

25.05 Grievance of Discharge

A grievance concerning the discharge of an Employee may be initiated at Step 2.

25.06 Reinstatement for Unjust Cause

If, prior to referring the grievance to arbitration, information becomes available through the grievance process and the Employer accepts that an Employee has been dismissed for unjust cause, that Employee shall be reinstated in their former position without loss of seniority or benefits, and shall be compensated for all time lost retroactive to the date of dismissal or such other remedy deemed just and equitable in the circumstances.

ARTICLE 26 – PICKET LINES

26.01 No Disciplinary Action

The Employer agrees that no Employee shall be subject to discipline or dismissal for refusing to cross an established labour picket line. The Employer agrees that it will not request, require or direct Employees or volunteers to perform work resulting from strikes that would normally have been carried out by those on strike.

ARTICLE 27 – SENIORITY

27.01 Definition of Seniority

Seniority shall mean the length of employment from the last date of hire with Oxfam Canada and shall include continuous service with the Employer prior to certification of the Bargaining Unit.

27.02 Accrual of Seniority

Seniority shall continue to accrue for any of the following reasons: sick leave, L.T.D., Union leave, vacations, special leave, unjust discharge, Pregnancy Leave, Parental Leave, leave of absence or transfer of position. Seniority rights of Employees shall, for any of the above reasons, continue accruing as if they were at work, and there shall be no difference in application of seniority rights relating to any Articles in this Collective Agreement for any Employees in the above circumstances. Employees on Long-Term Disability, unpaid sick leave, and external secondments shall continue to accrue seniority for a period of no more than two (2) years.

27.03 Seniority List

The Employer shall maintain a seniority list showing years, months and days of service and any leaves without pay where seniority is not accrued. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in October of each year.

27.04 Employees Excluded from the Agreement

Employees excluded from the application of this Agreement who are appointed to a position in the Bargaining Unit will be credited with seniority as defined in Article 27.01.

27.05 Probationary Period

When an Employee has completed their probationary period, their seniority shall date back to the date on which their employment began. Probationary employee(s) are not eligible to participate in the group benefit plans until they have met the eligibility requirements contained in the group insurance plan.

ARTICLE 28 – PERSONAL RIGHTS

28.01 Access to Employee Files

An Employee shall have access to the Employee's personnel file. The Employee may add written comments to these records.

28.02 Confidential Nature of Employee Files

The Employer shall not give any information to anyone, except for individuals involved in the selection of candidates for a competition for which the Employee has applied, without the prior permission of the Employee.

28.03 Work of a Personal Nature

An Employee shall not be required to do any work of a personal nature for the Employer or representative of the Employer.

28.04 Rules, Regulations and Requirements

The Employer agrees that the rules, regulations and requirements shall be limited to matters pertaining to the work required of each Employee.

28.05 Conflict of Interest

All Employees shall act in the best interest of Oxfam Canada and perform their official duties in such a manner that the public confidence and trust in the integrity, objectivity and impartiality of Oxfam Canada are conserved and enhanced. Employees shall disclose possible conflicts of interest, in accordance with approved policies and procedures, so that a solution may be worked out.

ARTICLE 29 – LABOUR MANAGEMENT COMMITTEE

29.01 Where the parties agree that there are matters of mutual concern and interest that would benefit from joint discussion at a Labour Management Committee, the following shall apply:

- a) An equal number of representatives of each party, minimum of two (2), shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. The Committee must meet a minimum of every three (3) months. The Committee must maintain official minutes. Once the minutes have been approved, they will be circulated to all staff within thirty (30) calendar days.
- b) The Committee shall be free to discuss items found in the Collective Agreement where agreement is needed on intent and interpretation.
- c) The Committee shall not discuss matters that are properly the subject of a grievance or negotiation for the amendment or renewal of this Agreement.
- d) Any representative(s) attending such meetings shall not lose regular earnings as a result of such attendance.
- e) The parties agree that the Committee is only empowered to recommend resolutions to its respective principals.
- f) Management shall present the previous Quarter's financial report, alongside a comparison to budget and a summary elaboration of key issues and implications.

29.02 Interpretation Committee

An Interpretation Committee shall exist consisting of the two (2) Employer Representatives and the two (2) Union Representatives of the current year's Negotiating Committee. All matters in the Agreement requiring simple clarification shall be referred to this Committee for decision. In the case of dispute, the normal grievance procedure shall be used.

ARTICLE 30 – HEALTH & SAFETY

30.01 Cooperation for Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices to ensure an occupational environment which will provide protection from factors adverse to Employee health and safety. There shall be no discrimination, penalty or repercussions when Employees comply with the Health and Safety policies.

30.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable health and safety legislation and regulations which shall constitute minimum acceptable standards and practices to be improved upon by joint agreement of the parties. In return, individual Employees shall assume an appropriate responsibility to respect and assist in the implementation of rules adopted to protect the health and safety of Employees, and to maintain the security of persons and premises, and the Union will so encourage its members to do so. It is understood that the Employer does not have control over certain conditions affecting Employees outside of Canada.

However, using Canadian legislation and the Joint Committee as its guide, the Employer agrees to make all reasonable efforts to ensure a safe working environment for its Employees outside Canada.

30.03 Joint Health and Safety Committee

There will be a Joint Health and Safety Committee in the workplace. At least half the members on the Committee will represent members of the Bargaining Unit, with the balance representing management. There shall be at least one (1) certified member of the Bargaining Unit and one (1) certified management representative. The JHSC will operate in accordance with the *Occupational Health and Safety Act* (R.S.O. 1990, C.O.I.) The cost of certifying Bargaining Unit members shall be paid by the Employer.

ARTICLE 31 – THE AGREEMENT

31.01 Term of Agreement

The Agreement is effective from the date of ratification and expires March 31, 2025.

31.02 Either party to this Agreement may, not more than ninety (90) days prior to its expiration, give the other party notice to bargain, in writing. A meeting shall be held within twenty (20) working days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement. If neither party gives notice to bargain by the termination of the Collective Agreement, the Collective Agreement will be deemed to have been extended for one (1) year.

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

31.03 Agreement and Legislation

It is understood that nothing in this Agreement is to contravene Provincial human rights or applicable Labour Legislation.

31.04 Changes to the Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement.

Signed electronically, this 23 day of October 2023.

For the Employer:

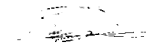




For the Canadian Union of Public Employees:

Marjorie Savoie

Marjorie Savoie (Oct 23, 2023 09:45 EDT)



Bonnie Bebbington

Bonnie Bebbington (Oct 23, 2023 14:00 EDT)

APPENDIX I – JOB CLASSIFICATIONS

JOB TITLE	BAND
Manager(s) Specialist(s)	BAND 3
Financial/Program Accountant(s) IT Administrator(s) Officer(s)	BAND 2
Assistant(s) Data & Information Administrator(s) General Accountant(s) Receptionist & Administrative Assistant(s) Donor Administrator(s)	BAND 1

*Effective April 1, 2024, the parties recognize the following amended job classifications:

JOB TITLE	BAND
Manager(s)	BAND 4
Specialist(s)	BAND 3
Financial/Program Accountant(s) IT Administrator(s) Officer(s)	BAND 2
Assistant(s) Data & Information Administrator(s) General Accountant(s) Receptionist & Administrative Assistant(s) Donor Administrator(s)	BAND 1

APPENDIX II – SALARY GRID

All wage adjustments set out below shall be inclusive of any COLA Adjustment within the meaning of Article 18.02 of the Collective Agreement which are capped in accordance with the following grid:

CUPE Salary Grid – Effective April 1, 2022 – 4%										
Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$53,702.20	\$55,313.27	\$56,972.67	\$58,681.84	\$60,442.29	\$62,255.58	\$64,123.24	\$66,046.94	\$68,028.34	\$70,668.41
2	\$65,327.11	\$67,286.92	\$69,305.52	\$71,384.68	\$73,526.22	\$75,732.01	\$78,003.97	\$80,344.09	\$82,754.40	\$85,966.02
3	\$69,144.40	\$71,218.74	\$73,355.31	\$75,555.95	\$77,822.65	\$80,157.32	\$82,562.03	\$85,038.90	\$87,590.07	\$89,783.36

CUPE Salary Grid – Effective April 1, 2023 – 2%										
Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$54,776.24	\$56,419.54	\$58,112.12	\$59,855.48	\$61,651.14	\$63,500.69	\$65,405.70	\$67,367.88	\$69,388.91	\$72,081.77
2	\$66,633.65	\$68,632.66	\$70,691.63	\$72,812.38	\$74,996.75	\$77,246.65	\$79,564.05	\$81,950.97	\$84,409.49	\$87,685.34
3	\$70,527.29	\$72,643.12	\$74,822.41	\$77,067.07	\$79,379.10	\$81,760.47	\$84,213.27	\$86,739.67	\$89,341.87	\$91,579.02

CUPE Salary Grid – Effective April 1, 2024 – 2%										
Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$55,871.77	\$57,547.93	\$59,274.36	\$61,052.59	\$62,884.16	\$64,770.70	\$66,713.82	\$68,715.23	\$70,776.69	\$73,523.41
2	\$67,966.33	\$70,005.31	\$72,105.46	\$74,268.63	\$76,496.68	\$78,791.58	\$81,155.33	\$83,589.99	\$86,097.68	\$89,439.04
3	\$71,937.83	\$74,095.98	\$76,318.86	\$78,608.41	\$80,966.68	\$83,395.68	\$85,897.54	\$88,474.47	\$91,128.71	\$93,410.60
4	\$80,188.15	\$82,593.80	\$85,071.61	\$87,623.76	\$90,252.47	\$92,960.05	\$95,748.85	\$98,621.31	\$101,579.95	\$104,627.35

APPENDIX III

Pregnancy and Parental Leave Supplemental Employment Benefit (“SEB Benefit”)

Definitions:

The ***Employment Standards Act, 2000 (ESA)*** provides eligible employees who are pregnant or are new parents with the right to take unpaid time off work. These are defined as pregnancy and parental leave.

Pregnancy Leave: Pregnant employees have the right to take **pregnancy leave** of up to **17 weeks of unpaid time off work**, unless the due date falls fewer than 13 weeks after the commencement of employment.

Parental Leave: New parents have the right to take **parental leave** – unpaid time off work when a baby or child is born or first comes into their care. Birth mothers who took pregnancy leave are entitled to up to **61 weeks of unpaid leave**. Birth mothers who do not take pregnancy leave and all other new parents are entitled to up to 63 weeks' parental leave.

Parental leave is not part of pregnancy leave and so a birth mother may take both pregnancy and parental leave. In addition, the right to a parental leave is independent of the right to pregnancy leave.

The ***federal Employment Insurance Act (EI)*** provides eligible employees with maternity and/or parental benefits that may be payable to the employee during the period the employee is off on an ESA pregnancy or parental leave.

Maternity Benefits: Maternity benefits are only available to the person who is away from work because they're pregnant or have recently given birth. They cannot be shared between parents.

The person receiving maternity benefits may also be entitled to parental benefits.

Maternity benefit is provided for up to 15 weeks at a benefit rate of 55% up to a weekly maximum (maximum amount is amended yearly).

Parental Benefits: Parental benefits are available to the parents of a newborn or newly adopted child. Two parental benefit options are available, **standard parental benefits and extended parental benefits**. You must identify which benefit option you are selecting at the onset and cannot change this selection part-way through receipt of this benefit.

Standard parental benefit is provided for up to 40 weeks, but no more than 35 weeks for one parent. This benefit is provided at a benefit rate of 55% up to a weekly maximum (maximum amount is amended yearly).

Extended parental benefit is provided for up to 69 weeks, but no more than 61 weeks for one parent. This benefit is provided at a benefit rate of 33% up to a weekly maximum (maximum amount is amended yearly).

Supplementary Employment Benefits Plan – ELIGIBILITY

An Employee who is in receipt of maternity and/or Parental Leave benefits under the terms of the *Employment Insurance Act*, will be eligible for a Supplemental Employment Benefit (SEB) in accordance with this Article.

a)

- (i) If an Employee is eligible for Maternity Benefits, and is in receipt of the EI Maternity Benefit, the SEB top-up shall be equivalent to the difference between ninety-five per cent (95%) of the Employee's regular weekly earnings (pay pursuant to Article 18) and the amount of the weekly Employment Insurance Benefits (pursuant to the Supplemental Benefits Agreement with the Employment Insurance Commission).
 - (ii) If an Employee is eligible for Parental Benefit and elects to receive, and is in receipt of, the Standard EI Parental Benefit, the SEB top-up shall be equivalent to the difference between ninety-five per cent (95%) of the Employee's regular weekly earnings (pay pursuant to Article 18) and the amount of the weekly Employment Insurance Benefits (pursuant to the Supplemental Benefits Agreement with the Employment Insurance Commission).
 - (iii) If an Employee is eligible for Parental Benefit and elects to receive, and is in receipt of, the Extended Parental EI Benefits, the SEB top-up shall be equivalent to the difference between fifty-five per cent (55%) of the Employee's regular weekly earnings (pay pursuant to Article 18) and the amount of the weekly Employment Insurance Benefits (pursuant to the Supplemental Benefits Agreement with the Employment Insurance Commission).
- (b) The benefit will be payable for the waiting period for the Employee Insurance Benefits as defined by the *Employment Insurance Act*, which may be amended from time to time.
- (c) As a condition of eligibility for SEB benefits, the Employee must complete a minimum period of active service, either (i) prior to the commencement of their leave, or (ii) cumulatively prior to and following their leave. For purposes of Appendix III, the minimum period of active service shall be 12 months or the

duration of their leave, whichever is greater. For clarity, periods of inactive service (exclusive of statutory holidays, paid vacations and other leave where the Employee is in receipt of their regular wages) shall not be included in the calculation of the minimum period of active service requirement. Prior to the commencement of their leave, the Employee shall sign an authorization and direction for the Employer to deduct these amounts from any outstanding wages or vacation pay owing which may be owed by the Employer to the Employee.

- (d) If an employee is not in receipt of Employment Insurance (EI) benefits because the Employee has insufficient weeks of insurable employment to qualify for EI benefits, the employee shall receive payments under this Plan to the level that would have been paid by the Employer had the employee been eligible or fully covered under the *Employment Insurance Act* (unless such a lack of full entitlement arises by reason of the spousal splitting option under the Act), subject to the election of the equivalent of a period of Standard EI Parental Benefit or Extended Parental EI Benefits prior to the commencement of their leave. Under no circumstances shall an employee receive a greater entitlement under this paragraph than had the Employee been in receipt of SEB Benefits under this provision.
- (e) Should the Employee receive SEB benefits or payments in lieu under (d) and terminate their employment with the Employer with less than the minimum period of active service at the time of termination, the Employee will be required to repay to the Employer a *pro-rata* amount of the SEB payment(s) [or in lieu payment under (d)] based on their total active service with the Employer.

Letter of Understanding – Overseas Employees

WHEREAS the collective agreement between the parties for the term of April 1, 2019 to March 31, 2022 (“2019-2022 collective agreement”) referred to “Overseas Employee” Defined as Employees placed in overseas positions by the Employer, working outside Canada and hired under the terms of Articles 11 of this Agreement;

AND WHEREAS as part of a global restructuring of the Oxfam Confederation, Oxfam Canada ceased to employ Overseas Employees as of 2017, as described at Article 2.09 of the 2019-2022 collective agreement between the parties;

AND WHEREAS the parties wish to document the language applicable to Overseas Employees in the 2019-2022 collective agreement in the event that Oxfam Canada once again hires Overseas Employees;

THEREFORE THE PARTIES AGREE:

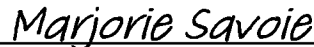
1. On the ratification of the 2022 collective agreement, the Articles appended to the current Letter of Understanding (LOU) have been moved from the collective agreement to this LOU, which shall be reviewed by the parties in the next round of bargaining;
2. Should OXFAM Canada reintroduce the practice of hiring Overseas Employees during the term of the current collective agreement, the language contained in the Appendix to the current LOU shall be considered and form part of the collective agreement, subject to modifications agreed to by the parties.

Signed electronically, this 23 day of October 2023.

For the Employer:



For the Canadian Union of Public Employees:



Marjorie Savoie (Oct 23, 2023 09:45 EDT)



Bonnie Bebbington (Oct 23, 2023 14:00 EDT)

Appendix “A” to Letter of Understanding – Overseas Employees

The bolded provisions below are extracts from the April 1, 2019 to March 31, 2022 Collective Agreement which were moved from the April 1, 2022 to March 31, 2025 Collective Agreement in accordance with the terms of the Letter of Understanding - Overseas Employees.

2.09 Overseas Employee

The term "Overseas Employee" refers to Employees working outside Canada and hired under the terms of Article 11 of this Agreement.

5.06 Contracting Out

The Employer guarantees that there will be no layoff of Bargaining Unit Employees as a result of contracting out, nor shall the work left undone due to a vacant Bargaining Unit position left unfilled be contracted out. This does not apply to restrict the use of volunteers **or termination of an overseas program where the work of that program is transferred to another agency or partner in development.**

12.02 Implementation of Layoff

b) Employees (with the exception of those on secondment, exchange, or leave) who are laid off, as defined in Article 12.01 (a), may elect to exercise one of the following options within four (4) weeks of receiving notice of their layoff or re-location.

- (i) To accept the layoff as permanent and receive a severance payment equivalent to three (3) weeks pay per completed year of employment until the 17th year upon completion of which four (4) weeks will be credited and the maximum level of severance payment of fifty-two (52) weeks of pay is reached.

The severance payment is inclusive of the Employee's entitlements (if applicable) to notice, pay in lieu of notice and severance pay in accordance with the *Employment Standards Act, 2000*.

- (ii) An Employee who has completed one year plus one day service before being laid off may bump a less senior Employee in their classification (as defined in Appendix I), provided they have the ability and essential qualifications to fill the position in a manner which will not adversely affect the efficiency of the Employer beyond a ninety (90) day maximum familiarization period. The Employer shall provide the Employee a list of positions for which the employee is deemed to have the ability and essential qualifications within the

maximum familiarization period. Employees who are unable to bump an Employee in their current classification may bump a less senior Employee in another classification provided that they have the ability and essential qualifications stated above.

- (iii) Employees who are offered a relocated position may choose to accept that position.
- (iv) An Employee who has completed two years plus one day service before being laid off can elect to be placed on the Recall List and shall cease accruing seniority. In the event that the laid off Employee is not recalled within one (1) year from the date of layoff, the lay off will be permanent and the laid off employee will be provided with severance pay calculated in accordance with Article 12.02(b)(i).

- e) **Employees in the following positions shall not be subject to bumping under Article 12.02 (b) (ii): Employees placed in overseas positions.** Term Employees shall not have bumping rights.

ARTICLE 14 – LEAVE FOR ILLNESS AND BEREAVEMENT

14.01

- a) **Bereavement and Compassionate Leave**

Bereavement leave of up to five (5) days shall be granted in the case of death of a parent, spouse or spousal equivalent, fiancé(e), brother, sister or child. Bereavement leave of up to three (3) days shall be granted for the purposes of attending the funeral of an aunt, uncle, niece, or nephew or of a spouse's or spousal equivalent's mother, father, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild or former guardian or ward. Compassionate leave of up to five (5) days may be granted at the Employer's discretion. In special cases such as travel time outside the Employee's work area, the Employer may allow a longer period of either bereavement or compassionate leave.

- b) **Death or Serious Illness - Overseas Employees**

In an emergency situation where an Overseas Employee or their dependents must attend to a serious illness or a death of an immediate family member, Oxfam Canada will pay the cost of one (1) return economy airfare from the overseas work location to the person's destination.

14.03 Extended Sick Leave

Entitlement to extended sick leave shall be based on length of service, and shall come into effect when the Employee has been continuously ill for ten (10) or more working days. In case of such a lengthy illness, the Employee shall apply for sick leave as provided under the *Employment Insurance Act*, and the Employer shall pay to the Employee a Supplemental Employment Benefit. Employees have the right to supplementary Employment Insurance Benefits as specified in the Plan:

- d) Pursuant to Subsection 37(2) of the EI Regulations, the Employee must apply for and be in receipt of Employment Insurance Benefits to receive payments under the plan except for:

Employees who would normally qualify for Maternity/Parental leave or are suffering from a disability as described in the Ontario Human Rights Code benefits, but are denied benefits due to not having sufficient weeks of insurable earnings.

Employees who do not qualify for Employment Insurance Benefits as a result of an election of residency. Such Employees shall receive supplemental pay, not to exceed what the Employer would have been obligated to pay under this plan had the Employee qualified for Employment Insurance benefits in Canada.

14.05 Illness Attention outside Country of Posting

Where an Overseas Employee or dependent's medical situation demands that medical care should be rendered in a country other than the Employee's usual work location, Oxfam Canada will pay the travel costs involved to move that person and their care-giver if that person is a dependent (as defined under Article 21.09) to the nearest location where medical attention can be secured. The cost will not exceed that of a return economy airfare from the location to the person's destination in Canada.

A copy of any Supplemental Insurance Policy the Employer purchases to provide for coverage to Overseas Employees or Employees travelling overseas shall be provided to the Union providing there is no confidential information pertaining to the Employee or dependents on the insurance policy.

15.09 Self Funded Leave Plan:

Self-funded Leave Program

h) Participating Employees will continue to contribute to the pension/RRSP plan during the years of salary deferral and during the period of leave. Such contributions shall be based on the salary received during the years of salary deferral and the period of leave.

20.06 Allowable Overseas Expenses

a) Housing

An Overseas Employee has the option of:

- i) paying ten per cent (10%) of gross salary for housing with Oxfam assuming reasonable housing costs; or
- ii) the Employee receives full salary and assumes housing costs.

Car

Oxfam provides a car to the post. The Overseas Employee pays for personal use of the car according to mileage rates in effect at the time.

b) Schooling

Oxfam Canada will cover reasonable school fees for children of Overseas Employees attending elementary or secondary school at the nearest appropriate school.

c) Vacation Travel Allowance

Up to one thousand dollars (\$1,000) per person per year for travel between the Employee's place of origin, as designated by the Employee, and the Employee's place of employment will be provided for the Employee and dependents, for the purpose of annual vacation. Notwithstanding the foregoing, on a case by case basis, an exception may be made with the approval of the Director, International Programs.

d) Additional Costs

Oxfam Canada will negotiate with the Employee reasonable coverage of legitimate additional costs which would otherwise cause the Employee to be financially disadvantaged as a result of accepting the posting.

21.02 Accidental and Life Insurance

a) Life Insurance

Life insurance coverage will be provided in the amount of eighty-five thousand dollars (\$85,000) for each Employee with one hundred percent (100%) of the premiums paid by the Employer.

b) Accidental Death and Dismemberment

Accidental death and dismemberment coverage will be provided for each Employee with one hundred percent (100%) of the premiums paid by the Employer. **Additional insurance for Employees while overseas or in "war zones" will also be provided. Overseas staff will pay the same premium rate as equivalent staff in Canada with the Employer paying the balance. Such policy will provide the Employee with coverage of fifty thousand dollars (\$50,000).**

21.06 Pension Plan

- f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated January 1, 2002, and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

RRSP

The Employer shall contribute towards a Registered Retirement Savings Plan (RRSP) for those overseas employees who are not eligible for MSPP, in an amount equal to four point seven five per cent (4.75%) of their salary. This contribution will be paid monthly.

21.08 Overseas Staff

Overseas Employees shall receive a benefit package that provides them with health, dental and vision care, life insurance and accident insurance, pregnancy and parental leave and LTD benefits comparable to that received by Employees in Canada. The Employer must have evidence of insurance coverage before the Employee assumes their post. Where the Employer provides a top-up of EI benefits and the overseas Employee does not qualify for EI, the Employer will pay an equivalent top-up to what the Employee would have received had they been so qualified.