

The Collective Agreement for OPIRG

This Collective Agreement made this November 6, 2023

Between

the Chapters of the Ontario Public Interest Research Group (OPIRG),

hereinafter referred to as “The Employer”

and

the Canadian Union of Public Employees (CUPE) and its local 1281,

hereinafter referred to as “The Union”

Expiring February 28, 2026

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Definitions:

OPIRG/GRIPO: As defined by its Constitution and By-Laws.

Employer: Where the OPIRG Chapter is incorporated, 'Employer' refers to the OPIRG Chapter. Where the OPIRG Chapter is not incorporated, 'Employer' refers to the OPIRG Chapter Board of Directors. For the purposes of this Agreement, the provincial organization shall be considered an OPIRG Chapter. Provincial Board members who are members of the Bargaining Unit shall have the rights and responsibilities of Provincial Board members except for matters concerning discipline and grievance.

Union: The Canadian Union of Public Employees and its local 1281, whose authorized representatives include the Staff Representative, the President or designated members of the Executive.

Term Employee: Any Employee who is hired on contract to temporarily replace a Bargaining Unit Member on leave of absence, in whole or in part, as approved in writing by the Union. Said contract may not be renewed without consent of the Union, in writing (see Articles 3.3 and 3.6).

Casual Employee: Any Employee hired on contract for a specific project or purpose for a period of less than six (6) months, or longer if approved in writing by the Union (see Article 3.4) (e.g. summer student grants, emergency replacement, windfall, etc.) Positions created as the result of a grant may be designated Casual Staff only if the funding body does not provide sufficient funds to pay the base wage plus benefits.

Grant Employee: Any Employee hired on contract under a grant for a specific project or purpose for a period of greater than six (6) months as approved in writing by the Union. If feasible, all grant applications must request funding based on the base wage plus benefits. Grant positions may be designated Casual Staff only if the funding body does not provide sufficient funds to pay the base wage plus benefits.

Full-time Employee: Any Employee who has been hired for a permanent position of thirty (30) hours or more per week and has passed their probationary period.

Part-time Employee: Any Employee who has been hired for a permanent position of fewer than thirty (30) hours per week and has passed their probationary period.

Probationary Employee: See Article 12.

Permanent Employee: Any Full-time or Part-time Employee, as defined above.

Bargaining Unit Member (hereinafter referred to as Employee): Includes Term, Grant, Part-time, Full-time and Probationary Employees, plus those Employees on layoff for less than thirty-six (36) months. Bargaining Unit Member does not include Casual Employees.

Spouse: For the purposes of this Agreement, spouse designates wife, husband, cohabiting partners of all genders.

Day: Refers to a calendar day.

Working Day: One-fifth (1/5) of the Employee's working week.

Business Day: A calendar day of the week from Monday to Friday, but excluding Saturday and Sunday and any Statutory holiday.

Week: Refers to the Employee's normal working week.

Statutory Holiday: Refers to one-fifth (1/5) of the Employee's normal working week.

Sick Leave: Refers to the period of time an Employee is absent from work with or without full pay by virtue of being physically, mentally or emotionally unwell, or under examination or treatment by a health care practitioner or allied health care worker or because of an accident for which compensation is not payable under the Worker's Compensation Act.

Provincial: Refers to the Ontario Public Interest Research Group Provincial organization.

Chapter: Refers to an individual PIRG (e.g. OPIRG Windsor, OPIRG York).

Employer's Representative: Member of the Chapter Board of Directors, normally the primary Staff Liaison, who acts as the Union's point of contact for all purposes of this Agreement (as per Article 7.1.2), except where otherwise explicitly provided herein.

Staff Liaison: Up to two (2) Employer members appointed by the Chapter Board of Directors, one of who shall be designated as the primary Employer's Representative and the other whom shall be designated as the "Alternate" Employer's Representative (as per Article 7.1.2). Additionally, the primary Employer's representative shall normally act as the primary supervisor to all staff, but the Alternate may also be designated as a supervisor to individual staff members. In their capacity as supervisor, the Staff Liaison shall be the main point of contact between the employees whom they are designated to supervise and the Union. The supervisor has the responsibility to ensure that any matters pertaining to job duties and Job Descriptions are addressed with the staff and shall also act as a resource to staff, a Board liaison, and a check-in person for all human resources matters.

Finance and Administrative Collective: The Finance and Administrative Collective -also known as FAC - is one of three Operational Collectives that carry out the day-today functions of Ontario PIRG - also known as OPIRG Provincial. The Finance and Admin Collective is made up of Chapter staff and Board members and is responsible for managing the administrative tasks and duties of Ontario PIRG. This includes assisting in the oversight and updating of systems that impact local Chapters and their Employees such as the Health Benefits Plans.

Article 1. Purpose

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

Article 2. Employer's Rights

- 2.1 The Union recognizes the rights of the Employer to hire, transfer, suspend, layoff, classify, maintain order and efficiency, to discipline or dismiss an Employee for just cause, and to establish and enforce working rules, subject to the consultation and grievance procedures.
- 2.2 The Employer agrees to exercise such rights in a fair, reasonable and equitable manner, and in a manner which is consistent with the provisions of this Collective Agreement.

Article 3. Recognition

3.1 Definition

The Employer recognizes CUPE 1281 as the exclusive bargaining agent for all its Employees, except Casual Employees.

3.2 Full-time and Part-time Employment

The Employer and the Union share the objective of providing Full-time employment and job security to the extent that is possible.

- 3.2.1 Each Chapter will append to this agreement a Job Description (including hours) for each Permanent position.

- 3.2.2 The job positions appended as per 3.2.1 may not be changed or eliminated without the permission of the Union. Such permission shall not be unreasonably withheld.

3.3 Term Employment

- 3.3.1 Term Employment is within the bargaining unit and is subject to all provisions of this Agreement except that Term Employees may not grieve termination of employment at the end of the agreed term.

- 3.3.2 The Employer shall provide the Union with written notice of intent to create a new Term employment position at least twenty-one (21) business days before beginning the hiring process. Such notice shall include a Job Description, commencement and termination dates for hiring and employment, and a brief justification for the limited term of the new position.

- 3.3.3 No Term position may be created without the consent of the Union; however, the Union may not unreasonably withhold consent. The Union shall notify the Employer within fourteen business (14) days of receipt of notice given under Article 3.3.2 of its consent or non-consent.
- 3.3.4 Term Employment may be extended subject to Article 3.3.1 with the written agreement of the Union. Such agreement shall not be unreasonably withheld by the Union.
- 3.3.5 Any Term Employee who has worked six (6) months or more, passed through the Evaluation period (as per Article 14 Employee Evaluations and Records) and who is hired again (under Article 13) as a Permanent Employee for the same job position they held as a Term Employee shall be deemed to have completed their probationary period.
- 3.4 Casual Employment
- 3.4.1 The Employer shall notify the Union of rate(s) of pay, hour(s) of work, Job Description(s) and other working conditions of Casual Employees.
- 3.4.2 At least five (5) business days prior to considering applicants or contractors outside the bargaining unit, the Employer shall notify the Chapter's Employees and the Union in writing of the duties which the Employer wishes to have performed by the Casual Employee or contractor, the hours of work and the rate of pay.
- 3.5 Grant Employment
- 3.5.1 Grant employment is within the Bargaining Unit and is subject to all provisions of this Agreement except that Grant Employees may not grieve termination of employment at the end of the agreed Grant.
- 3.5.2 The Employer shall provide the Union with written notice of intent to create a new Grant employment position at the time of application. Such notice shall include a Job Description, commencement and termination dates for hiring and employment.
- 3.5.3 No Grant position may be created without the consent of the Union, however, the Union may not unreasonably withhold consent. The Union shall notify the Employer within fourteen (14) business days of receipt of notice given under Article 3.5.2 of its consent or non-consent.
- 3.5.4 Grant employment may be extended subject to Article 3.5.1 with the written agreement of the Union. Such agreement shall not be unreasonably withheld by the Union.
- 3.6 No Other Agreements
- No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which conflicts with the terms of this Agreement without receiving prior permission from the Union.

3.7 Temporary Replacement of Employees

It is agreed that should the Employer desire to temporarily replace an Employee covered by this Agreement who is absent by reason of vacation, leave of absence or other Employer approved reasons, the Employer shall have the right to hire such replacements on terminating contracts. All provisions of this Agreement shall apply to temporary replacement Employees except that they may not grieve their termination when such termination is caused by the return to work of the Full-time or Part-time Employee.

3.8 Job Security Respecting Contracting Out

3.8.1 Casual, Grant and Term Employees shall not be hired so as to result in displacement, layoff or reduction in hours of Full-time or Part-time Employees.

3.8.2 Bargaining unit positions shall not be eliminated or reduced in hours by giving the work of bargaining unit jobs to persons whose work (paid or unpaid) is outside of the bargaining unit without receiving prior permission from the Union.

3.8.3 The Employer agrees not to transfer or contract out any work or function not covered by this Agreement, except as provided for in Articles 3.3 and 3.4.

3.9 Student Opportunities

The Employer and the Union strive to provide part-time employment opportunities for students. Additionally, these part-time opportunities will not be used to displace current Full-time Employees.

Article 4. No Discrimination/No Harassment

4.1 No Discrimination/No Harassment

4.1.1 The Employer agrees that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any Employee or applicant for employment by reason including but not limited to age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; political or religious affiliation, beliefs or activities; sex; gender expression or gender identity; sexual preference, orientation or identity; marital status; family status; parental status; number of dependents; class; place of residence; physical appearance; record of offences except where it relates to bona fide employment qualifications; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, positive Human Immunodeficiency Virus (HIV) test and any other illness or disability, mental, physical or other disability, so long as it does not significantly impair the performance of the duties of the position or cause undue hardship onto other staff; union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.

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

- 4.1.3 Where an Employer deems it necessary for the operation of the Chapter that an Employee shall have a specified level of competence in French and/or English, such requirement shall be deemed non-discriminatory. Where necessary in a specific Job Description, a language competency other than French or English can be prioritized.
- 4.1.4 Where an applicant is hired under Articles 13.4 and 13.5, such hiring shall be deemed non-discriminatory.
- 4.2 No Harassment
- 4.2.1 The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee as per 4.1.1.
- 4.2.1.1 Harassment shall be defined as any vexatious comment or conduct that is known or ought reasonably be known to be unwelcome, including but not limited to:
- (i) unwelcome remarks, jokes, innuendos, or taunts about a person;
 - (ii) insulting gestures or practical jokes of a nature which cause awkwardness or embarrassment;
 - (iii) offensive comments and/or actions which demean, humiliate or threaten an individual or group;
 - (iv) displaying or distributing offensive pictures, visual or written material that promotes discrimination based on the prohibited grounds described in Article 4.1.1;
 - (v) leering (suggestive staring);
 - (vi) refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
 - (vii) demands for sexual favours or unwanted sexual overtures;
 - (viii) unnecessary physical contact, such as touching, patting or pinching;
 - (ix) sexual assault;
 - (x) physical assault;
 - (xi) reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement;
- 4.2.2 There shall be no harassment of the Employees by the Employer. Harassment by Volunteers or members of the organization is the responsibility of the Employer.
- 4.2.3 Sexual Harassment
- Sexual harassment shall be defined as:
- (i) unwanted attention of a sexually oriented nature; or
 - (ii) implied or expressed promise of reward for complying with a sexually oriented request; or
 - (iii) implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or

- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

4.2.4 Gender Harassment

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

4.2.5 Racial/Ethnic Harassment

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

4.2.6 Harassment by Members of the Chapter Board of Directors (the Employer)

Harassment by a member of the Chapter Board of Directors shall be defined as complaints not related to work performance, or any offensive comment and/or action which demeans an Employee or causes humiliation.

4.3 Harassment-Free Workplace Postings

All locations in which Employees regularly perform duties shall have posted, in a prominent location a sign, the measurements of which shall be at least 50 cm by 50 cm, informing all who attend such location that all work locations operated by the Employer are harassment-free workplaces. All such postings shall contain a Union logo, to be supplied to the Employer by the Union.

Article 5. Union Security

5.1 Union Membership

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

5.2 New Employees

The Employer agrees to inform all new Employees that this Collective Agreement is in effect and to provide a copy of the Agreement to the Employee upon commencement of employment. The Employer shall also arrange for communication between each new Employee and the Shop Steward, and shall permit each new employee to have to (2) hours of paid work time to meet with the Shop Steward and/or an authorized Union representative to provide an introduction and orientation to the Agreement and the Union.

5.3 Union Dues

The Employer shall deduct from each salary payment to each Employee covered by this Agreement amounts authorized from time to time by the Union such as Union dues and/or assessments. The amount of such dues and/or assessments shall be certified to the Employer in writing by the Secretary/Treasurer of the Union. Such dues and/or assessments, and a list of Employees from which the deductions were made shall be forwarded to the Secretary/Treasurer of the Union not later than the fifteenth (15th) of the month following the month in which the dues and assessments were deducted.

5.4 Union Security

The Employees covered by this Agreement shall have the right to refuse to cross picket lines that directly interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal. If the Employer requires, Employees who refuse to cross picket lines that directly interfere with the performance of their duties shall work in an alternate location(s).

5.5 Union Label

To make the general public more aware of the benefits of the unionized workplace, the CUPE Union label shall be displayed as prominently as possible throughout the office. The Union label shall include the designation Local 1281 and shall be included in printed materials and correspondence prepared by members of the bargaining unit. A sign shall be posted in the work premises stating the following, "This is a Union workplace of CUPE."

5.6 Employee List

The Employer will provide a list of all new bargaining unit members to the Union in writing within one month of their offer of hire and no later than one month of their contract starting. This list shall include the name of employee(s), their start date(s) and contact information including phone and home address. Once annually the Employer shall notify the Union of the names of all bargaining unit members, and shall also provide updated contact information for each employee to the Local Union's office via postal mail and via electronic mail to **office@cupe1281.ca** and copied to **admin@cupe1281.ca**

Article 6. Labour/Management Co-operation

6.1 The Employer and Employees agree that there is a benefit to having Employees participate, at the Employee's discretion, in meetings of the Chapter's Board of Directors, sub-committees, commissions, and committees over and above the Employees' Job Descriptions except for the following matters that require confidentiality: staff evaluations, board self-evaluations, Collective Agreement negotiations, grievances and disciplinary proceedings. For the aforementioned confidential matters, the Employer shall meet in-camera to discuss, and no Employees or non-Board members shall be permitted to attend such meetings except as required to do so by an Article of this Collective Agreement.

6.1.1 Management responsibility lies solely with the Employer but Permanent Employees may be placed in a supervisory position over Term, Grant, and/or Casual Employees with the mutual agreement of the Permanent Employee and the Employer. With the agreement of the Union in writing, Term Employees may be placed in a supervisory position over Grant and/or Casual Employees. It is the Employer's sole responsibility to hire, discipline or terminate other Employees.

6.2 The Employer is required to designate one or two board members to fill the portfolio of Staff Liaison. The staff liaison(s) agree to undertake the provision of mandatory education for Board members regarding this Agreement, its key subjects and their role and responsibilities as Employers following the election of a new Board of Directors, in consultation with the Employee(s). Employees will also be provided with education regarding this Agreement. The Employer will ensure new, interim, and appointed members receive this training within three (3) months of the beginning of their term. The Employer agrees to undertake ongoing mandatory education for the Board of Directors and Employees subjects which must include, but is not limited to, Board training, management and labour relations training, anti-oppression training, conflict resolution and anti-harassment as per Bill 168, and anti-discrimination within three (3) months of the beginning of their term.

6.3 Notice to the Union

Where notice or reply to the Union is required in fulfillment of the obligations of any clause of this Collective Agreement, such notice shall be in writing to the sub-local Shop Steward, with a copy to the President of CUPE/SCFP Local 1281 via e-mail at **president@cupe1281.ca** and to the Staff Representative of Local 1281 at **office@cupe1281.ca** and forwarded via regular mail to, 25 Wood Street, Suite 102, Toronto, Ontario, M4Y 2P9. Any notice which does not meet this requirement will be null and void.

6.4 In Writing

For the purposes of this Agreement the term "in writing" shall refer to a hard copy letter drafted on the Employer (OPIRG) or Union (CUPE 1281) letterhead, which may be delivered by email as long as a signed hard copy is provided to the OPIRG or CUPE Local 1281 office by postal mail and date-stamped within five (5) business days of the original letter. If the original signed copy is not received the letter shall be deemed void.

Article 7. Union Representation and Committees

7.1 Union Representation

7.1.1 No Employee or group of Employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The OPIRG Chapter Board of Directors shall provide the Union with the names, addresses and telephone numbers of its Employer's Representative within thirty (30) calendar days of the newly elected Board's start date of office following annual elections and immediately where there is a change of the Employer's Representative. The Union shall provide the Employer with the name of the sub-local's Shop Steward within one month of their appointment at the CUPE 1281 Annual Convention, and immediately should there be a change of Shop Steward.

The Union shall have the right, at any time, to have the assistance of the Canadian Union of Public Employees in dealing or negotiating with the Employer. Upon 3 (three) working days' written notice, the Employer shall provide access to the premises for Union Representatives in order to assist in the settlement of grievances as defined in Article 8.

7.1.2 Employer's Representative and Staff Liaisons

The Employer agrees to appoint two (2) Staff Liaisons from the Chapter Board of Directors. The names of both Staff Liaisons shall be sent to the Union in writing. One Staff Liaison shall be designated in writing to the Union as the primary Employer's Representative, while the other shall be designated the 'Alternate' in the case of the first Staff Liaison's absence, unavailability, and/or conflict of interest in particular circumstances dealing with the grievance or discipline procedure. The primary Employer's Representative shall normally also be designated as the primary supervisor to all staff, but the Alternate may also be designated as a supervisor to individual staff members.

The Staff Liaison who is appointed as the primary Employer's Representative will have the sole responsibility and authority to represent the Employer to the Union and the Employees, and shall act in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Employer's Representative shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.

7.1.3 Shop Steward

On an annual basis the Union shall appoint two Shop Stewards who will divide the work equitably between them, who have been elected by and from the members of the bargaining unit as defined in Article 3, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Shop Stewards shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided.

The Employer may reach both Shop Stewards at the following email: **opirg.union.steward@gmail.com**.

Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member requests, a member of the CUPE 1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

7.2 Committees

7.2.1 Bargaining

7.2.1.1 Collective bargaining process shall involve two negotiating teams; one to represent the Union and the bargaining unit members and one to represent the Employer. Each team will be comprised of not more than four (4) people, with not more than one member of any local Chapter's Board on the Employer's team.

7.2.1.2 Selection and Composition of Negotiating Committee

The Union will be entitled to select a negotiating committee of no more than four (4) persons and at least one member shall be selected by the CUPE Local 1281 Executive to act as the Union's designated representative. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. The employer will select a negotiating committee of not more than four (4) persons and not less than two (2) persons. The Employer will notify the Union of the names of this committee within five (5) business days of the Union's notice to bargain.

7.2.1.3 Any representative of the Union on the Bargaining Committee who is employed by the Employer shall have the right to be paid for attendance at Bargaining sessions, including those held outside regular working hours. Payment of wages for Bargaining sessions with the Employer, and for bargaining preparation with the Union, to a maximum of thirty-five (35) hours per bargaining committee member, shall be paid through the allocated Ontario PIRG budget line. It is understood that bargaining preparation normally includes pre-bargaining meetings with the Union to prepare proposals, meetings and email consultation with the CUPE 1281 sub-unit membership about proposals, work time for drafting bargaining proposals as required, communication by phone or email with the bargaining team, and attendance at the final ratification meeting.

7.2.1.4 An effort shall be made to ensure representation of members from marginalized communities on the employer and the union bargaining committees, as per Article 13.2.3.

7.2.2 The Union and the Employer will advise each other of the names of the members of their respective Bargaining Committees at the commencement of negotiations for the renewal and/or amendment of this Agreement.

7.3 Technical Information:

The Employer shall make available to the Union, upon request, information regarding Job Descriptions, positions in the bargaining unit, job classifications, wage rates, pensions and welfare plans and other technical information and reports required for the purposes of Collective Bargaining.

Article 8. Grievances

8.1 Definition

A grievance is defined as any difference between an Employee and/or the Union on the one hand, and the Employer on the other hand, concerning the interpretation, application or administration of this Agreement.

8.2 Grievance Procedure

8.2.1 The Employer recognizes the rights and duties of Union representatives to prepare, present, and be involved in every aspect of the grievance procedure. The Employer agrees that at any stage of the complaint/grievance procedure or at any other meeting with the Employer, the Employee has the right to be present and to be accompanied by an authorized representative of the Union and the Shop Steward. The Employer's Representative shall inform the grievor of this right immediately and prior to any meeting. In order to ensure that complaints of the Employees are remedied, in a reasonable, just and equitable manner, the Employer and the Union mutually agree that the procedure for submitting and dealing with grievances shall be as follows:

Step One: When a bargaining unit member believes they may have a grievance, they shall discuss the matter with a representative of the Union (normally the Shop Steward and the Local 1281 Staff Representative) in order to put together a written fact sheet of the specific details of the grievance. The Union has twenty-one (21) business days after they become aware, or reasonably ought to become aware, of the occurrence of the circumstances giving rise to the grievance, to discuss the grievance fact sheet with the Employer's Representative. Where there is no Employer's Representative, a member of the Board will be appointed who is mutually agreed upon by the Employer and the Union. If the meeting is not satisfactory to the Union, the grievance may proceed to Step Two.

Step Two: The Union will file a written Grievance with the Employer's Representative within ten (10) business days of the meeting with the Employer at Step One except for a grievance filed under Article 27 (Health and Safety) in which case the Union will have fifteen (15) business days or Article 4 (No Discrimination/No Harassment), in which case the Union will have sixty (60) business days. The written grievance shall state the details and nature of the grievance and specify the remedy sought by the Union. Within ten (10) business days of written receipt of the grievance the Employer's Representative shall meet with the Union. The Employer will deliver a decision in writing to the Union within ten (10) business days of the meeting.

Step Three: Failing settlement under Step 2, the Union may submit the grievance and present the case to the next meeting of the Employer, which shall be convened no later than ten (10) business days of the date the grievance is submitted at Step Three. In the case of a Discrimination or Harassment grievance, any members of the Chapter Board who are named in the grievance shall not be permitted to attend the Step Three meeting, and the proceedings, or be involved in the decisions about the grievance. The Employer will deliver the decision of the Board within ten (10) business days to the Union, with a copy to the grievor.

Step Four: If the Union is not satisfied with the decision delivered by the Employer they may refer the matter to Arbitration within twenty-one (21) business days of the written receipt of the decision.

8.2.2 If the Union, an Employee or a group of Employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall not prejudice other grievances. A confidential record of all grievances shall be kept by both the Union and Employer. Such records shall be available for use in the review of grievances if mutually determined to be relevant by the Employer and the Union.

8.2.3 The time limits of this Grievance Procedure may be extended by mutual agreement of the Union and the Employer.

8.2.4 Where no answer is given within the time limits specified herein, the grieving Party shall be entitled to proceed to the next step of the Grievance Procedure.

8.2.5 The Union and its representatives shall have the right to originate or proceed with a grievance on behalf of an Employee or a group of Employees, or the Union, and to seek adjustment with the Employer in the manner provided for in this Article. Such grievances may be initiated in Step Two.

8.3 Harassment Investigation and Grievances

8.3.1 An Employee who alleges they have been harassed or who is accused of harassment may submit a grievance under the normal Grievance Procedure and/or notify the Employer of a complaint and request an investigation. All grievances filed alleging a violation of this article shall be submitted at Step Two of the Grievance Procedure.

8.3.2 Regardless of whether a grievance is filed, an investigation shall happen. The Employee or Employees involved shall be entitled to representation by the Union and it is the responsibility of the Employer to inform the Employee of this right to Union Representation immediately. The Employer and the Union shall appoint an agreed upon neutral third party to handle the investigation. The investigation process shall take no longer than fourteen (14) calendar days. The Employer shall then decide what action shall be taken. The Employee and the Union shall be informed of the decision within seven (7) business days of the last meeting. If confidence is broken the onus shall be on the Employer to prove that maintaining confidence was not possible.

8.3.3 If after the initial investigation, a claim is shown to be false and is further pursued by the Employer, only then shall the investigation be grounds for a further grievance.

8.3.4 The grievor shall be offered counseling and leave with pay immediately upon submission of the grievance and during the investigation. The alleged harasser shall be given a leave with pay immediately upon submission of the grievance and during the investigation. If the decision is to continue to separate the Parties, the Employer shall ensure that the continuation of separation is arranged so that the grievor suffers no penalty or interference in their employment situation.

8.4 Group Grievance

A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two under Article 8.2.1.

8.5 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 8.2.1.

8.6 Confidentiality

The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s), and the fact and substance of any grievance shall only be made available on a 'need to know' basis. The parties agree that unintentional and non-malicious breaches of this provision may be excused, provided reasonable measures are taken to avoid such breaches.

8.7 Absence from work shall be permitted where it is required in connection with the handling of a grievance. This absence from work of more than one (1) day shall be reported to the Employer no less than five (5) working days prior to such absence. Time spent in handling grievances shall be considered time worked.

Article 9. Arbitration

9.1 Where a matter is referred to Arbitration by the Union or the Employer concerning any grievance or any other matter, including any question as to whether a matter is subject to Arbitration, the Union and the Employer, herein after referred to as "the Parties," shall each appoint a representative within fourteen (14) days of notification of intent to proceed to Arbitration.

9.2 The Parties shall confer within fourteen (14) days of appointment of representatives for the purpose of selecting a single Arbitrator.

9.3 No person shall be selected as an Arbitrator who has either within six (6) months of the appointment acted in the capacity of solicitor, legal counsel or advisor to either Party, or has any financial interest in the matters referred to Arbitration or has been involved in an attempt to negotiate or settle the grievance in process.

9.4 Where a single Arbitrator has been agreed upon by both representatives, the Arbitrator shall be requested, in writing, by the Party requesting the Arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.

9.5 Where the Arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing within the ninety (90) days stipulated, the two representatives of the Parties shall confer within two (2) days of being so advised by the Arbitrator, and shall select another Arbitrator.

- 9.6 Where the representatives are unable to agree upon a single Arbitrator within seven (7) days of conferring for that purpose, or where two Arbitrators have been selected but declined or were unable to set a hearing within the ninety (90) days specified, either Party shall request, in writing to the Ontario Ministry of Labour that they provide a list of ten (10) names, from which the Union will choose the Arbitrator.
- 9.7 The Parties shall jointly and equally bear the fees and expenses of the Arbitrator.
- 9.8 Arbitrator Authority
- 9.8.1 The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment mutually agreed to and attached to the Collective Agreement, or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so or to make an award which has such effect.
- 9.8.2 The decision of the Arbitrator shall be final and binding on the Parties.
- 9.8.3 In the case of an Employee who has been found to have been suspended or discharged without just cause, they shall be reinstated and have all rights and benefits restored.
- 9.8.4 Nevertheless, in any situation where the Arbitrator determines that there is cause for discipline, suspension or discharge, the Arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever action is just and equitable in the circumstances.

Article 10. Discipline

- 10.1 For the purposes of the Collective Agreement, reasonable, equitable and confidential communication from the Employer to the Staff regarding the execution of Employee duties as defined by the Job Descriptions shall not be considered discipline.
- 10.2 Just Cause
- The Employer shall not discipline, suspend or discharge an Employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.
- 10.3 Progressive Discipline
- 10.3.1 The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing disciplinary action, an Employee shall be given a reasonable opportunity to correct the situation complained of.
- 10.3.2 Any of the time allowances set out in this Article may be extended if mutually agreed to in writing by the Employer and the Union. Such agreement shall not be unreasonably withheld by either Party.

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

10.4 Discipline Process

10.4.1 Step One: Notice of Meeting

Prior to any consideration of discipline, the Employer who has a complaint or who has received a complaint concerning an act, omission or failure to conform to a required standard, including but not limited to: gender, sexual, racial or ethnic harassment, shall, within ten (10) business days of receiving the complaint, notify the Employee and the Union in writing and schedule a meeting to be held within fifteen (15) business days to discuss the subject matter of the complaint informally.

The Notice of Meeting shall include a brief but clear statement of the allegations which form the basis of the complaint, as well as the time, place and date of the meeting, and shall inform the Employee of their right to Union representation at the meeting. If the complaint is dismissed by the Employer, the Notice of Meeting and all other relevant documentation concerning the meeting shall be destroyed.

10.4.2 Step Two: Letter of Warning

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in 10.4.1, or where the Employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, the Employer may, within fifteen (15) business days of the meeting, send the Employee a Letter of Warning. Where a Letter of Warning is sent to an Employee, the Union shall be the only Party to receive a copy. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained and/or, where the complaint concerns the standard of the Employee's work, if the Employee fails to bring their work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the Employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission or failure to conform to a required standard shall appear in a Letter of Warning which did not appear in the Notice of Meeting issued under 10.4.1.

10.4.3 Step Three: Discipline Meeting

Prior to imposing discipline, and within ten (10) business days of becoming aware of the circumstances which, in their opinion, provide prima facie (in actual fact) grounds for disciplinary action, the Employer shall notify the Employee and the Union in writing of the time and place of the complaint to enable the Employee to make adequate response to the allegations, and shall inform the Employee that they are entitled to Union representation at the meeting.

10.4.4 Step Four: Notification of Action

The Employer shall advise the Union and Employee in writing of its decision within ten (10) business days of a Discipline Meeting referred to in Step Three of the Disciplinary Process and the decision shall include the reasons as to why any disciplinary action is to be taken.

10.5 Confidentiality:

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

10.6 Disciplinary Files

10.6.1 Both Parties agree that an Employee's service file may contain entries of a disciplinary nature.

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

10.6.3 Notwithstanding Articles 10.3, 10.4.1 and 10.4.2, it is understood that the Employer reserves the right, in extreme circumstances, to suspend an Employee with pay for just cause without having to first issue a Letter of Warning (10.4.2), subject to Articles 8 and 9, 10.4.3 and 10.4.4.

10.6.4 A grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension, or discharge, may proceed to Step One of Article 8.2 within ten (10) business days of the date of notification of the Employer stipulated in Article 10.4.4. The grievance shall then proceed according to the remainder of Article 8.2.

Article 11. Seniority

11.1 Definition

Seniority is the length of employment within the OPIRG network. This definition shall be used to determine priority for promotions, layoffs and recalls. Seniority shall be transferable when an Employee moves from one Chapter to another, while still a member of the Bargaining Unit or as per Article 11.6.

11.2 After the completion of the probationary period, seniority shall be effective from the original date of hire.

11.3 Seniority shall accumulate when either the Employee is on the active payroll of the Employer or when the Employee is off the payroll due to an authorized leave of absence.

11.4 The Employer at each local shall maintain a seniority list showing the date upon which the employment service commenced. This list shall be made available upon request by any member of the bargaining unit or by Officers of the Union.

- 11.5 A Casual Employee shall not have seniority. However, if within three (3) months of termination of their contracted employment they become a Full-time or Part-time Employee, seniority shall be effective from the first date of hire for the last contract.
- 11.6 A Term Employee shall maintain, but not accrue seniority, for one (1) year after the term of their contract.

Article 12. Probationary Employees

12.1 Probation Period

12.1.1 Newly hired Employees shall be considered to be on Probation. Six (6) months from the commencement date of employment a Probationary Employee hired for a Full-time or Part-time Employee position who has not been discharged, automatically becomes a Permanent Employee

12.1.2 During the Probationary Period, Employees shall enjoy all the rights and privileges of this Agreement, except with respect to discharge, where Article 12.2 will apply. During the Probationary Period, Employees shall be given full and adequate orientation, training and job priorities within sixty (60) days of the commencement date of employment. Probationary Employees will be given a written evaluation sixty (60) days before the end of their Probationary Period in accordance with Article 14. It is the Employer's responsibility to ensure that training and evaluation are conducted using the protocol outlined in Appendix B (Progressive Evaluation Procedure).

12.2 Probationary Discipline and Dismissal

Probationary Employees may be discharged, with one (1) week notice or one (1) week pay in lieu of notice, for cause at any time during the Probationary Period. A grievance may be filed where the Union claims a violation of this Article or Article 4 (No Discrimination/Harassment) with respect to discharge.

12.3 Progressive Evaluation: Probationary Discharge

The Employer accepts and gives effect to the principle of progressive evaluation by adopting the procedures set forth in Appendix B. In assessing the discharge of a probationary Employee, and if any grievance on probationary discharge is referred to Arbitration as per Step Four (Article 8.2.1), an arbitrator shall take into account whether the standards expected were reasonable, whether the Employee was notified of these and given a fair opportunity to demonstrate their ability, whether the Employee was notified of deficiencies in their performance and given an opportunity to correct these, and whether the Employer's assessment of the Employee was fair and reasonable.

Article 13. Hiring, Promotions and Staff Changes

13.1 Employment Equity Intent

The Employer and the Union agree that structural injustice and unconscious prejudice influence our experiences and that we live in a society rooted in oppression. The Employer and the Union agree in the non-existence and impossibility of a “level playing field” with regards to people’s experience and job qualifications and methods of evaluating the above, as well as the need to compensate for these inequities in our hiring policy. The Employer and the Union agree upon the need for knowledge and guidance from oppressed peoples’ experience within any progressively oriented organization.

13.2 Notices

13.2.1 When a vacancy occurs or a new position is created, before hiring notices are posted, Permanent Employees as well as current and former Term Employees with seniority rights (as defined in Article 11.6) from the hiring Chapter shall be offered the position as per Article 13.4. Such offer of hiring shall be made by the Employer as soon as reasonably possible in writing, and an Employee shall have five (5) business days to provide a response either accepting or rejecting the offer.

13.2.2 When a vacancy occurs or a new position is not filled as per Article 13.4, hiring notices shall be posed in each OPIRG Chapter and a reasonable effort will be made to post in local employment, women’s, indigenous, cultural, lesbian, gay, bisexual, queer, transgendered, transsexual, intersexed, single parent, ethnic/racial minorities, immigrant and disability centre(s), organization(s) and/or publication(s), for no less than fourteen (14) calendar days.

13.2.3 All hiring notices will include the following:

OPIRG welcomes the contributions that individuals from marginalized communities bring to our organization, and invites Black, Indigenous and racialized people, poor and working class people and those on social assistance, women, Intersex people, gays, lesbians, bisexuals, and queer people; transgender, nonbinary and gender diverse people, Two-spirit people; single parents, members of ethnic minorities, newcomers and immigrants, people from non-academic backgrounds and disabled, chronically ill or neurodiverse people, people with Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related illnesses, people with experiences of incarceration and/or records of offences except where it relates to bona-fide employment qualifications, people involved in or with experiences in sex work to apply. We encourage applicants to describe the contributions and experiences they would bring to the OPIRG organization in their cover letter. All applicants must provide a brief statement on their views of power and oppression.

If applicable, hiring notices will also include: We regret that the OPIRG office is not currently wheelchair accessible.

*When posting online, be aware that some sites will not allow particular language. You may modify the post accordingly while maintaining the integrity of the statement.

13.2.4 Hiring notices shall contain the classification, qualifications, location(s), duties, date of commencement of employment, the date of notice and the method of applying for the position.

13.3 Hiring Procedure

13.3.1 The Employer shall strike a Hiring Committee to fill any Bargaining Unit Positions not filled as per Article 13.4. The Hiring Committee shall include at least one Board member from the hiring Chapter, at least one Bargaining Unit member from another Chapter and a representative from a community or campus group. All Permanent and Term Employees of the hiring Chapter are entitled to be on the Hiring Committee, and the Employer shall encourage any staff members exiting the position to participate. If Employee representation from the hiring Chapter is unavailable, a second Bargaining Unit member from another Chapter may be substituted with Union concurrence. Every effort should be made to ensure Bargaining Unit/Board parity on the hiring committee and to that end Board members from another Chapter may be invited to sit on the Hiring Committee. The Employer shall also identify where privilege is amassed within the Chapter and seek to invite people from the margins of power to sit on the Hiring Committee.

13.3.2 The Hiring Committee procedure shall be conducted in accordance with Appendix F "OPIRG Hiring Procedure". The final hiring decision is the sole responsibility of the Employer. Where the decision of the Employer diverges from the recommendation of the Hiring Committee, the Employer must put the details of their decision in writing and send a copy to all members of the Hiring Committee and to the Union within five (5) business days. During this five (5) business day period, the hiring process shall be suspended and the Employer shall not offer the position to any candidate.

13.3.3 All efforts shall be made to ensure the hiring shortlist includes a majority of members of designated groups outlined in Article 13.2.2.

13.4 Hiring, Promotions and Staff Changes Within Individual PIRG Chapters

In making staff changes, transfers, promotions or in filling vacancies or new positions, appointments shall be made of the applicant on the basis of equity (as described in Article 13.1) and then seniority within each Chapter. In the case of an Employee applying for a position in a job classification in which they do not have adequate experience or qualifications in, to consider such Employees ineligible the Employers in question must illustrate that the Employee could not learn and perform the duties within eight (8) weeks of training, orientation and distribution of written information regarding the requirements and tasks of the position to the Employee in question. An Evaluation of the applicant will occur four (4) weeks from the date of transition into the role. If the Evaluation indicates that the Employee has been struggling with the tasks of the role, additional resources will be discussed and offered with support from the Union. If by the eighth (8th) week they have been unable to successfully learn the role, they will be returned to their former position. Any Employee displaced by this movement will also be returned to their former position except for any probationary Employees who may be terminated.

13.5 Staff Transfers between Chapters

Any Bargaining Unit member, or Term Employee who still maintains seniority (as per Article 11.6), who applies in writing as outlined by the hiring process shall be given an interview for any open or new positions. If the Bargaining Unit member is not hired for the position, the Hiring Committee must put the details of their decision in writing and send a copy to the applicant and the Union. If a staff transfer is turned down the position will not be offered for five (5) business days to allow time for the Union to confer with the staff in question to determine if a grievance on the Employer's decision is merited.

- 13.5.1 Two Employees may negotiate a swap if there is mutual agreement of the Employers and the Employees involved.

13.6 Job Sharing

The Union and the Employer always strive to provide a secure and stable employment. In the event that there is a request to share jobs, any job sharing agreement will encompass all of the following principles:

- (a) Job sharing is defined as an arrangement whereby no more than two Employees share the hours of work of one full-time position. The position involved in the job sharing arrangement will be maintained as a full-time position.
- (b) Where the Employer and the affected Employees agree to a job sharing arrangement, the introduction and discontinuance of such job sharing arrangement will be determined by both parties, and shall require approval in writing by the Union. The specifics of the arrangement shall be set out in a Memorandum of Understanding signed by all three parties and which shall include the hours of work, duties, schedule and any other relevant terms of the arrangement. In preparing discontinuance language, the parties shall make provisions for a full-time Employee who has transferred to a regular part-time position as part of a job sharing arrangement to have the first option of returning to that full-time position on the discontinuance of the arrangement.
- (c) Overall costs shall not exceed the cost of a full-time position, except as regards payment of benefits.
- (d) Bumping rights will be negotiated in each case. Only one person in the job share will have the right to bump. The Employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by all provisions of this Collective Agreement.
- (e) Employees presently covered by a job-sharing arrangement shall be subject to its terms and conditions until such job sharing arrangement is discontinued.
- (f) This article is to be Employee-initiated only.
- (g) There shall be no more than one job sharing arrangement in an OPIRG Chapter at any time

Article 14. Employee Evaluations and Records

- 14.1 Both parties agree that an evaluation for all Employees by the Employer shall be completed sixty (60) days before the end of probation in the case of new staff or fifteen (15) days in the case of staff transfers, unless the Union and the Employer and the Employee agree in writing to extend the date within which to complete an evaluation.
- 14.2 The Employee must be given ten (10) business days by the Employer to actively participate in the Evaluation by completing a self-evaluation.
- 14.3 All evaluations shall be in writing, shall be conducted solely by the Employer in accordance with Appendix B “Progressive Evaluation Procedure”, and shall be provided to the Employee within ten (10) business days of completion of the Evaluation. Term Employees will receive an Exit Evaluation.
- 14.4 The Employer shall maintain confidential personnel records. Such records shall be stored securely, and shall not be shared with or made accessible to, other Employees and/or OPIRG volunteers. The Employee shall have access to their record on request.

Article 15. Layoffs and Recalls

- 15.1 Layoff
 - 15.1.1 Layoff shall be defined as a cessation of work including a reduction in the hours of work due to lack of work or funds.
 - 15.1.2 When the Employer decides that circumstances require a reduction of personnel, layoff shall be on the basis of reverse seniority.
 - 15.1.3 Layoff and Recalls

Employees being laid off shall be notified in writing at least four (4) weeks in advance of the date of the layoff explaining the reasons for the layoff. A copy of the letter will also be sent to the Union Shop Steward. If the Employee does not have the opportunity to work their regular hours for four (4) weeks after notice of layoff, they shall be paid for that part in which work is not available.
 - 15.1.4 In the event of a layoff notice, the Employer and the Union Shop Steward shall discuss how to obtain such employment as is possible for the Employee(s) facing layoff.
 - 15.1.5 If, as a result of the Employer permanently ceasing all or part of the operations, or if by reason of any changes in operating methods, the Employer is permanently unable to provide work for a displaced Employee at the same rate of pay in a comparable class of work, the Employee will be given four (4) weeks notice. Severance pay shall be four (4) weeks pay at the regular rate of the position last held for the first completed year of service and two (2) weeks additional pay for every completed year of service.

15.2 Benefits during Layoff

The Employer agrees to pay the full coverage for a basic health insurance plan for the first six (6) months of a total layoff unless the Employee is eligible for equivalent benefits through other employment.

15.3 Layoff Grievances

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

15.4 Seniority during Layoff

Employees on total layoff shall retain seniority for thirty-six (36) months.

15.5 Recall

15.5.1 Where a vacancy occurs in any position following a reduction of personnel as a result of which an Employee has been laid off, and where the Employee retains seniority in accordance with Article 12, the Employee affected will be offered the opportunity to fill the vacant position if the Employer feels that the affected Employee can sufficiently learn the position within a three (3) month period, as articulated in Article 13.4. Recall shall be on the basis of seniority as set forth in Article 11.

15.5.2 Employees being recalled shall be notified in writing, by mail or email, at least one (1) month in advance of the date of the recall. If the Employee fails to notify the Employer, in writing, of their intention to return to work within one (1) week of receiving the recall notice, they shall forfeit their seniority rights. It shall be the responsibility of the Employee to keep the Employer informed of their current mailing address and email address.

Article 16. Hours of Work and Overtime

16.1 Hours of Work

16.1.1 Full-time hours of work shall be thirty (30) to forty (40) hours a week, Monday through Friday. The standard hours shall be forty (40) hours per week. For all employees, regular hours of work shall fall between Monday through Friday, during the local Chapter's regular office hours. Occasional evening or weekend work may be required. The Employer shall strive to offer all full-time Employees 40 hours of work as mutually agreed upon between the Employer, the Employee and the Union. A time sheet shall be used at all Chapters that shows the hours worked, overtime worked, sick time (due and taken), vacation time (due and taken), compensatory time (due and taken), lunch breaks, medical appointments, etc. See Appendix E for an example.

16.1.2 The Employer must provide the conditions under which a paid, unbroken lunch break can be taken away from the office. The lunch break shall consist of ten (10) minutes paid for every hour worked or to be worked that day. Lunch breaks are counted towards the Employee's total hours for the week. At a minimum the Employee's breaks shall meet the minimum Labour Standards.

16.2 Overtime

- 16.2.1 All hours of overtime, greater than the Employees normal weekly hours within one Chapter up to forty-four (44) hours shall be compensated at the rate of one (1) hour per hour worked. All hours of overtime after forty- four (44) hours per week within an individual Chapter shall be compensated at the rate of one and one half (1.5) hours per hour worked. This compensation will be paid as overtime or given as time off, as mutually agreed by the Employer and the Employee. The Employee's preference for overtime pay or time off shall not be unreasonably denied.
- 16.2.2 In the case that an Employee is employed across multiple Chapters, their hours at one Chapter shall not influence or be counted towards those of another. Overtime shall be thusly calculated individually amongst Chapters and associated Employees in accordance with 16.2.1 in alignment with all other Employees within that Chapter. However, such an Employee does retain the right to refuse work that exceeds a sum total of 44 hours at all Chapters with whom they are employed combined.
- 16.2.3 No more than twenty (20) working days of overtime within an individual Chapter may be accumulated in one (1) year (Sept. 1 - Aug. 31) and no more than five (5) working days of overtime pay may be accumulated in any one (1) month. No more than five (5) days of accumulated compensatory time shall be taken at any one time without the consent of the Employer. Such consent shall not be unreasonably withheld. The Employer must provide the conditions under which accrued overtime can be taken off. Compensatory time taken shall be counted towards the Employees total hours for the week.
- 16.2.4 While Employees are expected to work on weekends occasionally, for Provincial Board Meetings and other events, Employees shall have the right to refuse to work more than one (1) weekend in one (1) month within the network.
- 16.2.5 All Employees shall have the right to refuse to work overtime.
- 16.2.6 Work-related travel, except travel to regular working hours, shall be considered working time.
- 16.2.7 When attending out-of-town work-related activities including, but not limited to, staff retreats, conventions, and Provincial Network meetings, Employees have the right to stay overnight and claim four (4) work hours per night in addition to travel and meeting time. The Employer has the right to evaluate on a case by case basis any overnight stays that are not covered by this agreement.
- 16.2.8 An Employee shall not be expected to respond to requests on their cell phone or other communications equipment as per Article 23.2 except during regularly worked hours or where an agreement has been made with the Employer.

Article 17. Holidays

17.1 Statutory Holidays

All Employees shall be entitled to all statutory holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Christmas Day and Boxing Day), as well as Easter Monday, May Day, August Civic Holiday, December 23 and 24, the working days that fall between Christmas Day and New Year's Day, and four (4) Floating Holidays chosen at the Employees discretion and approved by the Employer. Approval of Floating Holidays by the Employer shall not be unreasonably withheld. In alignment with the federal government, if New Year's Day, Canada Day, National Day for Truth and Reconciliation, Christmas Day, or Boxing Day falls on a Sunday or Saturday that is a non-working day for an employee, the employee is entitled to a holiday with pay on the working day immediately preceding or following the general holiday. The Employee is entitled to all statutory holidays adopted either federally or provincially that are not listed above.

17.2 Such holidays shall normally be taken on the day they occur, but individual Employees may substitute these particular days with days of their own choosing provided they give the Employer one (1) week's notice in writing. Other days that may be substituted include, but are not limited to, Rosh Hashanah, Nourouz, Samhain, Diwali, Winter Solstice, Beltane, Lunar New Year, International Women's Day, Orthodox Easter, and two days for Eid.

17.3 If the holiday falls within the Employee's vacation period, the Employee shall, in addition to their regular paid vacation, receive an extra day's vacation in lieu of such holiday.

Article 18. Vacations

18.1 Entitlement

18.1.1 Full and Part-time Employees shall be entitled to four (4) weeks vacation with pay annually, from the date of hire. Employees with five (5) years seniority shall be entitled to five (5) weeks paid vacation annually. Employees with eight (8) years seniority shall be entitled to six (6) weeks paid vacation annually. Employees with twelve (12) years seniority shall be entitled to seven (7) weeks paid vacation annually.

18.1.2 Term and Grant Employees shall be entitled to either 4% vacation pay or vacations based on the formula outlined in Article 18.1.1 pro-rated to the length of their term of employment.

18.2 Annual vacation must be spent in the year that it is earned except that a maximum of two (2) weeks per year may be carried forward to be used in the next entitlement year. Within one month prior to the Employee's hiring date anniversary, employees may request a payout option in lieu of carryover for the maximum of two (2) weeks, and such request must not be unreasonably withheld by the Employer.

- 18.3 Unless the Employer and the Employee mutually agree otherwise, all requests for vacation time shall be submitted to the Employer for approval at least one (1) month in advance for every two (2) weeks taken. Such approval implies that the Employer has some control over the scheduling of vacation periods in order to ease the operations through “peak” periods, but that this control shall not be used to deny the Employee the right to an unbroken vacation period should this be desired by the Employee.

Article 19. Sick Leave

19.1 Credits

- 19.1.1 All staff are entitled to 10 sick days from the date of hire, which can be used immediately in advance of their accrual after 5 months. Thereafter, sick days shall be earned by Full-time Employees at the rate of two (2) days for every month an Employee is employed up to a maximum of 30. Part-time Employees shall earn sick leave credits on a pro-rata basis according to their hours of work, up to a maximum of 30. Sick time taken shall be counted towards the Employee’s total hours for the week and need only be communicated to the staff liaison. As per the Agreement Definitions, employees are entitled to sick days by virtue of being physically, mentally, or emotionally unwell.
- 19.1.2 Any unused sick days from the previous year will carry forward to a maximum of thirty (30). There shall be no buy-out or payback on any portion of sick days.
- 19.1.3 Employees shall be entitled to an additional four (4) hours maximum per month in paid time for medical appointments for themselves or their spouse and dependents, above and beyond appointments taken during sick leave time.

19.2 Sick Leave Without Pay

Sick leave without pay shall be granted to an Employee who does not otherwise qualify for sick leave with pay, provided that there is a reasonable expectation that the Employee is able to return to work within one (1) year of the date of application for sick leave without pay.

19.3 Self Declaration of Illness

An Employee may be required to produce a certificate illness from a doctor or allied medical practitioner or may be required to submit a ‘Self Declaration of Illness Form’ (see Appendix G) for any illness in excess of four (4) consecutive working weeks (20 days), or in excess of thirty (30) sick days taken in a year, certifying that they were unable to carry out their duties. If the Employer requests that the Employee obtain a certificate of illness from a doctor or allied medical practitioner for sick days taken, the Employer shall cover the cost of the certificate.

- 19.4 Where no one other than the Employee can reasonably provide for the needs of an immediate member of their family, the Employee shall be entitled to up to six (6) days leave with pay per year. Should care be required beyond this period, the Employee may use their accrued sick leave credits.

Article 20. Leave of Absence

20.1 Requests

Unless stated otherwise, all requests for leave mentioned in Article 20 shall be made to the Employer in writing, fourteen (14) days before the leave begins indicating the time(s) and date(s) being requested.

- 20.1.1 An Employee must notify the Employer in writing stating their intention to return to work, at least thirteen (13) weeks or one quarter of the length of the leave before the end of the leave (whichever is shorter) before the end of the leave, except where the Employment Standards Act (ESA) provides otherwise.

20.2 Union Business

- 20.2.1 Any representative of the Union on the Union's Negotiating Team who is employed by the Employer shall have the right to attend negotiating sessions without loss of pay or benefits. Any representative of the Union who is employed by the Employer may leave their employment temporarily to process grievances under this Agreement without loss of pay or benefits.

- 20.2.2 The Employer acknowledges that Employees serving as Officers of CUPE 1281 may have regular duties to perform on behalf of the Union. Permission for temporary absence to attend to Union duties, including bargaining preparation and related functions by elected members of the bargaining team, shall not be unreasonably withheld by the Employer and without loss of pay up to a maximum of fifteen (15) days per year in the bargaining unit. If necessary the Employer may request that additional time spent be subtracted from accrued overtime hours, or be made up by working an equal number of hours. Such make-up of hours shall not be counted or added to the Employee's overtime hours. The affected Employer may request reimbursement from the Provincial Network for the payroll costs up to a maximum of fifteen (15) days per year in the bargaining unit.

- 20.2.3 Employees have the right to attend CUPE 1281 Annual General Meetings and Stewards Council with pay. Employees shall be entitled to attend Union-related functions with pay up to five (5) days per year. In addition, Employees have the right to attend, without loss of pay, one day-long OPIRG staff meeting per year for the purpose of discussing Union issues.

- 20.2.4 Leave of absence with pay and without loss of seniority shall be granted, upon request to the Employer, to Employees elected to represent the Union at any Union-related function. Such time shall not exceed a total of fifteen (15) days in the bargaining unit. The affected Employer may request reimbursement from the Provincial Network for the payroll costs up to a maximum of fifteen (15) days per year in the bargaining unit.

20.3 Bereavement Leave

An Employee shall be granted five (5) work days without loss of salary or wages in the case of the death of a parent, spouse, sibling, child, grandchild, grandparent, parent of spouse, close personal friends and anyone who has been residing in the same household. Where the burial or equivalent service takes place more than one thousand

(1000) kilometres from the place of residence of the Employee, an additional two (2) days leave with pay shall be added to such bereavement leave. In exceptional circumstances, additional leave without pay may be granted.

20.4 Maternity/Paternity and Adoption Leave

20.4.1 Right to Continue Working

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

20.4.2 Parental Leave of Absence

A leave of up to 78 weeks (18 months) shall be granted at the request of any Employee in order to care for newly-born or adopted children. The Employee shall receive full salary for the first two (2) weeks of a parental leave of absence. The Employee on parental leave shall receive a supplement to their unemployment benefits of 25% of their regular wages. The Employee on parental leave is entitled to remain on the Employer's health plan without change to the Employer's contribution and continues to accumulate vacation allowance.

20.5 Legal Leave

The Employer shall grant leave of absence to an Employee who serves as a juror, plaintiff, defendant or witness in any legal proceeding. The Employer shall pay such an Employee the difference between their normal earnings and benefits and any payment they receive for jury service or being a witness, excluding payment for travelling, meals and other expenses to a maximum of five (5) working days. The Employee will present proof of service and the amount of pay (if any) received.

20.6 Family Leave

Employees shall be entitled to leave of absence with pay for up to three (3) working days for flood or fire in the Employee's home, up to five (5) working days for caregiving, one (1) working day for a formal hearing to become a Canadian citizen, one (1) working day for graduation of the Employee, spouse or dependent, or one (1) working day for moving one's household (maximum of one (1) day per year).

20.7 Incarceration Leave

Employees shall be entitled to one (1) week leave without pay per annum for time spent incarcerated. This leave without pay can be extended with approval of the Employer.

20.8 Leave of Absence Without Pay

Leaves of absence without pay are granted under the following schedule:

- (a) Employees shall be eligible for such leaves of absence according to the formula provided in (b).

- (b) Employees shall accumulate the right to two (2) months leave of absence per year up to a total of six (6) months. All leaves taken under this clause shall be subtracted from the accumulated leave.
- (c) After a period of employment of three (3) years, the Employee may request leave of greater than six (6) months, not normally to exceed one (1) year, unless by mutual agreement, in writing, between the Union and the Employer.
- (d) In special circumstances, Employees with less than two (2) years seniority may request a leave of absence without pay.
- (e) As is the case for all extended leaves approved by the Employer, an Employee granted such a leave shall be returned on terms no less favourable than those enjoyed prior to such leave, with previous seniority retained at the prevailing rate of pay
- (f) If possible, an Employee on an unpaid leave may choose to remain on the Extended Health and Dental Group Benefits Plan at their own expense.
- (g) Employees requesting or claiming leaves of absence shall normally give at least three (3) months written notice. Such notice must include the commencement date and the term of the leave.
- (h) Any Employee who is elected to a Full-time position with the Union or any body with which the Union is affiliated, or who seeks election to public office, shall be granted a leave without pay of up to one (1) year.
- (i) Staff on terms of leave may be denied extensions if the procedures regarding notice on extending a current leave of absence are not followed—without the Employer’s consent—as per Article 20 except where otherwise provided by applicable legislation.
- (j) Exceptions and variations may occur with consent of both parties
- (k) Exceptional circumstances will be considered as they arise by both parties without penalty to Employees

20.9 Notice may be waived for the above clauses—for leaves, extensions, return from leave, and all related circumstances—with the consent of all parties in writing.

20.10 Staff on terms of leave may be denied extensions if the procedures regarding notice on extending a current leave of absence are not followed—without the Employer’s consent except where otherwise provided by applicable legislation.

Article 21. Payment of Wages and Allowances

21.1 The Employee shall be paid salaries and wages every two (2) weeks, in accordance with the attached Schedule A-Wages, forming part of this Agreement.

- 21.2 Upon giving at least seven (7) working days notice, on the last office day Employees may request an advance on any payrolls which may fall during the period of their vacation.

Article 22. Employment Expenses

22.1 Travel Expenses

Mileage rates paid to Employees using their personal automobiles for duties outside of the office, upon approval of the Employer, shall be 65 cents per kilometre or the amount determined by the Government of Canada to be a reasonable per-kilometre automobile and motor vehicle allowance, whichever is higher. If an Employee does not own a car or does not elect to use a personal car, the Employer will, if necessary, provide transportation appropriate to the occasion, except for regular commuting to the office for work.

Article 23. Cell Phone Use

23.1 Use of Personal Finances and Information

Staff shall not be expected or instructed to provide their own personal payment methods, emails, phone numbers or other sensitive personal information for the purchase or maintenance of Employer and work-related subscriptions or expenses. The only caveat being if providing personal ID and contact info is required for day- to- day operations by a banking or governmental institution. An Employee's credit or personal finances should not be put at risk of negative implications as part of fulfilling their job responsibilities.

23.2 Cell Phone, Internet and Other Technology Related Expenses

The Employer shall offer an allowance for cell phone, internet and other technological services necessary for its Employees to fulfill their duties and responsibilities as outlined in 23.4. The Employer must reference the CRA guidelines with regards to whether such benefits are taxable.

- 23.3 Employees required to carry a cell phone or work remotely for OPIRG business may receive compensation in the form of an allowance to cover, either partially or in full, phone costs, internet costs or both. The Employer at each workplace must authorize such allowances.

- 23.4 The cell phone device, cell phone and/or internet service is personally owned by the Employee and may therefore be used for both personal and business calls and general work. An Employee with a cell phone and/or internet allowance must maintain an active cell phone and/or internet provider contract for the life of the allowance.

- 23.5 A cell phone and/or internet allowance may or may not be taxable depending on the amount covered by the Employer. As such each Chapter Employer must assess and issue payment either through payroll subject to all employment taxes or as a separate non-taxable reimbursement for costs incurred carrying out employment duties.

- 23.6 The cell phone and/or internet allowance can be issued to alleviate the cost of the monthly plans. The Employer and the Employee shall mutually agree upon a reasonable allowance that shall not exceed \$75 per month per plan.
- 23.7 If an Employee's misconduct, personal decision, or misuse of the phone or internet results in the need to change or end the cell phone and/or internet provider contract prior to an end of a contract, the Employee will bear the cost of any associated termination and unit fees.
- 23.8 If an OPIRG Chapter decision is made which results in the need to change or end the cell phone and/or internet provider contract prior to the end of the contract period, the OPIRG Chapter will bear the cost of any associated contract and unit termination fees.
- 23.9 Employees who must use their personal computer to regularly complete job duties are entitled to receive a depreciation allowance. The Employer will pay 15% of the current device value per year pegged to the anniversary of either the initial purchase of the device or the date the employee began to use the device for employer purposes to a maximum of \$200.

Article 24. Remote office equipment

- 24.1 Employees working from home shall, where possible and when necessary, be provided with the equipment necessary to complete their duties. This equipment includes but is not limited to office chairs, electronic equipment, and professional software.
- 24.2 Office equipment, furniture or electronics purchased by the employer for use by the employee in the office or for remote use are the property of the employer unless otherwise stated. If an employee leaves OPIRG while in possession of said property, the employer holds the right of first refusal to reclaim their property. If the employer does not state that they would like their property returned, the employee takes ownership. This policy applies individually to each item in the employee's possession.

Article 25. Benefits

- 25.1 Insurance Benefits: Extended Health and Dental Group Benefits Plan
- 25.1.1 The Employer agrees to pay 100 per cent and the deductible of an extended health care and dental plan. The dental plan will provide coverage at the current annual rates. This plan shall be provided at the current rate on September 1st of that year. Any change to the plan shall be agreed to by both Parties.
- 25.1.2 The extended health care package shall include a provision for corrective eyewear, gender affirmative healthcare, mental health coverage, and coverage for alternative health care practitioners.
- 25.1.3. The plan shall be administered by the Provincial Board to carry out this purpose, and day-to-day tasks may be delegated to the Provincial Finance and Admin Collective. The

brokerage used to procure and operate the Plan may carry out functions related to the Plan, in consultation with the Finance and Administrative Collective.

25.2 Long Term Disability Group Plan

The Employer agrees to administer a Long Term Disability (LTD) Insurance Plan. The premiums for which will be paid by the Employees. Enrolment in this plan is mandatory for all eligible Employees. When enrolling in the plan, given the plan is administered by and the associated workplaces are all members of Ontario PIRG the hours of work shall be combined if the Employee is employed at multiple Chapters and will be duly considered as working at one (1) Chapter with respect to access to LTD.

25.2.1 If an Employee has not accumulated enough sick days to cover the waiting period as stipulated in the LTD Insurance Plan, the Employer will extend sick days to cover the waiting period.

25.2.2 The plan shall be administered by a Provincial Employee and/or Bookkeeper who already has these duties within their job description. The brokerage used to procure and operate the Plan may also carry out functions related to the Plan, in consultation with Employees working on Plan administration

25.2.3 Changes to the plan will be made in consultation with Employees throughout the sub-unit. No reduction in plan services will be made through this process, unless an alternative service is preferred through consultation.

25.3 Savings Plan Benefit

For each Full-time and Part-time Employee, the Employer shall contribute toward an RRSP or other savings plan, such as a TFSA, as chosen by the Employee. The amount shall be 4.0% of the Employee's gross annual salary at that respective Chapter (as indicated on their preceding T4 slip). Payroll taxes will be withheld from the contribution. With support from the Finance staff member, the Employee will fill out the OPIRG Savings Form indicating which account or to whom the contribution should be made (see Appendix C). The contribution shall be made by each February 1st or the last day of employment.

Employer will not be responsible for any tax burden if the employee chooses to use this money for other things.

It is the responsibility of the Employee to open a savings plan account before this date and the Employer shall provide up to two hours of paid time off to do so.

25.4 Staff Wellness Benefit

Each Chapter will ensure that all Permanent and Term staff have access to Wellness Benefit to support their physical, mental, emotional, and spiritual wellness beyond the scope and offered coverage of the registered health benefits plan. Wellness may be defined broadly. Staff should first verify that services and purchases made using this fund are not eligible for coverage through the provided health plan.

Staff working 40 hours per week shall receive a minimum of \$1500 annually. Staff shall receive a prorated amount according to their hours of work per week to be calculated as a percentage of 40 hours (i.e. staff working 20 hours per week will be entitled to a budget line of \$750 minimum). This taxable benefit shall be paid out quarterly in the months of January, March, June, and September, or at a mutually agreed upon schedule between the Employer and Employee. Employees' Wellness expenses shall remain confidential.

Article 26. Accessibility

26.1 Definition and Parameters

The Employer shall be familiar with and in compliance with the Accessibility for Ontarians with Disabilities Act (AODA) and the Ontario Human Rights Code.

The Employer shall maintain a dedicated Accessibility Budget Line in their annual budget for these purposes. It is mutually agreed upon that this budget line is to be maintained in good faith at a reasonable rate based on the means and capacity of the Employer.

Access needs may be understood broadly and beyond the scope of disability and the AODA. Requests for accommodations may be submitted by employees for the employers' review and may not be unreasonably denied.

In accordance with the AODA, the employer shall notify all employees, job applicants and the Union of the availability of accommodations. Requests for Accommodations must be made in writing. When possible, Employees will aim to provide the Employer two weeks to assess all requests for accommodation and support. A copy of each request will be submitted to the Union along with the decision.

26.2. Non-Disability Requests for Accommodation

An Employee may have non-AODA reasons for requesting accommodations. The additional grounds in which an Employee can submit a Request for Accommodation Form include, but are not limited to:

1. Cultural or faith-based practices;
2. Caregiving or parenting responsibilities;
3. Requirements related to past experiences of incarceration;
4. Safety conditions related to needing to regularly interact with a person who committed one or more acts abuse and/or violence against the Employee or a member of the Employee's family;

Requests for Leave or Vacation are not considered Accommodation Requests.

26.3 Working from Home

When circumstances allow, an Employee may submit an Accommodation Request to perform some or all of their duties from home. The Employer will review the request and provide their decision, but such a request will not be unreasonably denied based on 26.1.

The Employer is required to ensure any accommodations provided do not impact other staff insofar as the Employer maintains the responsibility to ensure all job duties and responsibilities are able to be fulfilled as per the Employee's job description, whether by the staff who has made the request or the Employer. The Employee shall provide a work-from-home plan, which must include how each job duty will be completed from home. The work-from-home plan will be negotiated and may be approved by the Employer. Employees may be asked to be available for in-person duties when possible unless the position was initially developed exclusively as a remote role.

The Employer and Employee recognize accessibility needs can change over time and revisions to requests may be required.

26.4 Accessibility Technology

Employees may request all or a portion of their expenses for technology and services required to fulfill their job duties (from home or otherwise) be covered by the Employer in accordance with the Accessibility Budget Line mandated in 26.1. Eligible expenses may only include those not covered by the Health and Dental Benefits plan or which exceeds plan coverage. Expenses may include but are not limited to: an additional portion of internet costs, captioning software, orthopaedic/posturepedic chairs, ergonomic computer accessories and furniture.

26.5 Submitting A Request related to Accessibility

All requests for accommodation, and any relevant supports and/or tools related to those accommodations, shall be issued in writing to the Employer using the Accommodation Request Form (Appendix G). The decision on the accommodation and related supports and/or tools, must be communicated to the Employee within 4 weeks of request. Timeline can be extended by mutual agreement of the Employer and Employee.

26.6 Accessibility Privacy

At no time is the Employer permitted to disclose any personal details related to the overall request, purpose or justification for an Employee's Accommodation Request.

The Employer reserves the right to seek feedback from Employees on all proposed accommodations which may impact their job and/or changes to the work environment, ensuring that personal details and the reason for the accommodation remain confidential.

26.7 Conflict with Requests

In the case where two (2) or more Employees - or the Employee's and the Organization's interests and wellbeing are in conflict, the Employee(s) and Employer will agree to resolve this through a mediated process facilitated through a mutually agreed upon third party. The Union will be notified of all agreements and mediations and will be invited to participate and intervene in all mediations.

In the case of a conflict, the Employer has 5 business days to initiate a search for a mediator(s), selected with the consent and input of the Employee. The search shall be made transparent, and the Employer shall be responsible for following up in a timely

manner and scheduling the commencement of mediation as soon as possible based on a mutually agreed upon timeline. The Employer shall also be responsible for working with the mediator(s) to establish a rudimentary timeline that is agreeable to all parties.

The details of the mediation process and the content of mediated discussions shall be kept in confidence and filed in a secure place alongside the Employee's staff file.

26.8 Pandemic and Natural Disaster Clause

It is further understood that on occasion, accessibility-related requests may be associated with a broader social context or happening such as a global pandemic. In these cases, the timelines associated with 26.1 and 26.2 are flexible and to be mutually agreed upon by both Employee and Employer.

Article 27. Health and Safety

27.1 The Employer shall make all reasonable provisions for the health and safety of Employees during working hours. This will include a health and safety line in each OPIRG Chapter's budget and reasonable paid time off for training. The Union, from time to time, may bring to the attention of the Employer any suggestions in this regard and any other suggested improvements regarding conditions of work.

27.2 If any Employee feels their safety is being compromised or put at risk by the actions of any clients of the Employer, or any visitors to the premises of the Employer, the Employee shall have the right to arrange for the removal of such persons from the workplace.

27.3 An Employee has the right to refuse hazardous work and/or request accessibility accommodations to ensure their personal safety.

27.4 The Employer must negotiate and ensure that any conflicts amongst staff that may result in a hazardous workplace are addressed in a way that ensures the continued safety of all employees.

Article 28. Training and Evaluation

28.1 Employees are more likely to perform well if both the Employer and Employee assume responsibility for establishing job priorities, and ongoing training and evaluation.

28.2 Training, Professional, and Personal Staff Development

The Employer at each PIRG Local, shall establish a budget line for Permanent or Term Staff development, of a minimum of \$1250 per full time staff. This amount will be adjusted to COLA on Sept 1st, 2022 and each year moving forward. Part-time staff shall receive a prorated amount according to their hours of work per week to be calculated as a percentage of 30 hours (i.e. staff working 15 hours per week will be entitled to a budget line of \$625).. It is agreed that training, professional and staff development are to be

defined broadly to include educational resources, courses and programs that will assist or expand an employee's skillset in relation to their job, general knowledge development.

28.2.1 Confidentiality

On an annual basis individual staff may request, and shall provide a rationale, to the Staff Liaison(s) for the training, professional or staff development activity to which they wish to have their funding applied. The Staff Liaison(s) shall not unreasonably deny such requests. Where applicable, staff shall provide the employer with receipts or rationale (if no receipt) for the requested training, professional or staff development activity. All requests shall be kept confidential and in a secure location by the Staff Liaison(s). Any allocated funds not used by an individual staff will be offered and distributed equitably to other staff to be used by the end of the fiscal year.

28.3 In the event that the Employer should introduce new methods, software, or machines which require new or greater skills than are possessed by an Employee, the Employer shall provide training for the Employee(s) affected, at the Employer's expense.

28.4 The Employer will encourage Employees to attend up to three (3) staff training meetings each year with pay to be covered by the Employer and the expenses by the Provincial Network.

28.5 All bargaining unit Employees are required to attend a Conflict Resolution training session by an accredited organization within one (1) year of their initial start date. The Employer is responsible for ensuring that this happens and that adequate funds are made available. The Employee can opt out of such training, if they can show completion of similar training.

Article 29. Copies of the Agreement

29.1 The Union will provide the service of updating the Collective Agreement after each round of bargaining, and will print five (5) signing copies. The Provincial Network will pay for copies to be provided to Board Members and all new Employees.

29.2 Ontario PIRG (Provincial) shall provide and pay for a French translation of this Agreement.

29.3 In case of disagreement between the English Agreement and the French translation, the English Agreement shall be enforced.

Article 30. Duration

30.1 This Agreement shall be binding and remain in effect from March 1, 2022 to February 28, 2026.


28.2 There shall be no strikes or lockouts during the life of this Agreement.

- 30.3 Either Party to this Agreement may, no sooner than December 1, 2021, present to the other Party, in writing, proposed terms of a renewal of the Agreement and/or amendments to the days, at which time the Parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.
- 30.4 Failing Agreement by February 28, 2026, this Agreement shall continue in force until a new Agreement is executed, or until such time as defined by the Ontario Labour Relations Act, that the Parties gain the right to strike or lock out.

Signed this 3rd day of January, 2024

For the Employer




Grace Cameron (Feb 15, 2024 12:29 EST)

Addison Clermont
Addison Clermont (Feb 19, 2024 17:47 EST)

For the Union

Rachele Gottardi
Rachele Gottardi (Feb 15, 2024 14:45 EST)


Karly Rath (Feb 14, 2024 14:18 EST)

Nicola Koyanagi

Linda Barnett Coelho
Linda Barnett Coelho (Feb 14, 2024 18:08 EST)



Schedule A - Hourly Rates of Pay

1. As of September 1, 2022 the base wage shall be \$27.01.
2. Employees shall earn higher than the base wage under the following circumstances:

Employees shall receive seniority increases according to the following schedule:

from the first anniversary of an Employee's hiring - base wage plus 4%;

from the second anniversary - base wage plus 10%;

from the third anniversary - base wage plus 12%;

from the fourth anniversary - base wage plus 14%;

from the fifth anniversary - base wage plus 16%;

from the sixth anniversary - base wage plus 17%;

from the seventh anniversary - base wage plus 18%;

from the eighth anniversary - base wage plus 19%;

from the ninth anniversary - base wage plus 20%;

from the tenth anniversary – base wage plus 21%;

from the eleventh anniversary - base wage plus 22%;

from the twelfth anniversary - base wage plus 23%;

from the thirteenth anniversary - base wage plus 24%;

from the fourteenth anniversary - base wage plus 25%; and

from the fifteenth anniversary – base wage plus 26%.

3. In order to protect the living standard of Bargaining Unit Members, the base wage shall be adjusted annually to reflect increases in the cost of living.
4. The base wage shall be adjusted on September 1st of each year, in accordance with the cost of living increases as taken from the Ontario All-Items Consumer Price Index. The most up-to-date twelve (12) month increase will be used in making the calculation.
5. Employees receiving seniority increases under the provisions of point 2 above shall have their seniority increases calculated as a percentage of the new base wage.

Schedule B - Parameters of Work

These are the tasks that belong to the Bargaining Unit; none shall be contracted out so as to result in the reduction of hours of Bargaining Unit Members. This is a generic Job Description to be used to devise more detailed Job Descriptions for Chapter coordinators.

Administration/Finance

- office maintenance
- maintenance of files and archives
- bookkeeping, banking, payroll
- administration of refunds
- correspondence
- coordination of resource library development and maintenance

Volunteer Coordination

- recruitment, orientation, training, placement, tracking and appreciation of volunteers

Promotion/Communication/Networking

- facilitation of connections between campus and community groups, and other PIRGs
- coordination of production and marketing of pamphlets, newsletters, posters and other promotional materials
- coordination of strategies for working with community and campus media
- attendance at Provincial Network meetings, participation in hirings at other Chapters, helping to plan Provincial Network gatherings

Project Management

- facilitation of projects development and implementation
- Grant writing, administration and reporting
- orientation, training and supervision of contract Grant Staff

Board Training/PIRG Planning

- training of Board members
- attendance at Board, committee and Working Group meetings
- strategic planning facilitation
- facilitation of annual goal plan and budget development
- facilitation of policy development

Appendix A - Individual Chapter Job Positions and Job Descriptions with Hours

To be added by the Employers of each Chapter

Appendix B - Progressive Evaluation Procedure

The Employer is committed to the principle of Progressive Evaluation, the purpose of which is to support the employee and give them all reasonable opportunity to learn the job and to ensure that reasonable standards and required training resources are provided by the employer throughout the probationary period. In addition to the agreements in Article 12, the Employer agrees to put this principle in practice by using the following procedure for the evaluation of Probationary Employees

Training and Orientation

Within the first week of hiring, the Employer shall meet with the Employee to provide an orientation to the workplace. At this meeting the employer shall review the Job Description, outline the job priorities, and provide a reasonable schedule of training to the Employee in writing. The Employer is responsible for ensuring that a check-in meeting is provided at the end of each month following the date of hire, and more often if deemed necessary. At the check-in meetings the Employer shall provide details regarding the Employee's performance in the various facets of the job, and is required to inform the Employee in writing of areas and tasks that require further improvement within two (2) working days of the monthly check-in meeting. Where further training or resources are required, the Employer shall provide these to ensure the Employee has all opportunity to learn the job before the end of Probation.

Evaluations Criteria and Process

It is the Employer's sole responsibility to evaluate the employee and to use reasonable evaluation tools in such assessment of the Employee. Criteria for performance evaluations shall be based solely on the Employee's Job Description and objectives and priorities of the position. Evaluations shall be based solely upon documented work activity and the observations and supervision of the Employee by the Employer. An Employee shall not be asked to evaluate her co-workers or her own performance nor shall any such evaluation be included in an Employee's employment file. The completed Written Evaluation from sixty (60) days before the end of the Probationary Period shall be signed by both parties and will become part of the Employee's employment file. Signatures simply imply that the evaluation has been seen, not that there is an agreement with statements in the evaluation. Should the Employee and the Employer not be able to reach an agreement on the evaluation, it may be included in the employment file with an attached, written submission by the Employee. Employees shall be given at least five (5) working days' notice of an evaluation. All evaluations shall be in writing and provided to the Employee within five (5) working days of completion. The Employee shall have the right to comment in writing and such comments shall be appended to the evaluation.

Written Evaluation

The Employer's written evaluation sixty (60) days before the end of the Probationary Period shall:

- i) provide a summary of the Employees achievements and required duties fulfilled by the Employee during the first four (4) months of employment,
- ii) identify all areas and duties in the Job Description where the employee is deemed deficient or has not met the required standard, as well as a reasonable workplan /

schedule for the employee to address these areas before the probationary period ends, and

- iii) assess the resources or further training the employer is responsible to provide to ensure the employee has received adequate training and orientation to fulfill the duties outlined in the Job Description.

The written evaluation shall be provided to the Employee within five (5) working days of completion.

Appendix C - OPIRG Savings Form

OPIRG Savings Form

Re: Collective Agreement Article 25.3

Instructions: For assistance in calculating the amounts below, please visit the CRA's Payroll Deductions Online Calculator and/or consult with the staff member responsible for payroll. If you contribute this to an RRSP you should report this amount when you file your personal income tax.

For Tax Year: _____

Employer name:	
Employee name:	
Gross Salary as per T4:	
4% of GROSS SALARY:	
Less Applicable EI:	
Less Applicable CPP:	
Less Applicable Income Taxes:	
Total amount of payment:	

Payable to the following Employee or Employee's Savings Plan/ Account Number:

Approved by: _____

Date Issued: _____

Appendix D - Letter of Understanding Re: Mediation

The Union and the Employer recognize that conflict will arise in any workplace. The preferred method of dealing with conflict that is not deemed to be harassment, between or amongst and or all individuals within the organization, including volunteers, Employees and Board member, shall be mediation.

Any Employee, Board member or Volunteer who feels that their issues have not or cannot be resolved internally may, at any time, ask for mediation to resolve a conflict. Mediation is to commence no later than fourteen (14) days after a written request is made. If mediation and the mediator have been agreed to by all parties, free mediation services may be used but the cost of mediation is to be borne by the Employer. Any mediator must have received conflict resolution and mediation training.

All mediation shall be confidential and no records kept. The mediator's report to the Employer shall be limited to a statement of success or failure.

If mediation does not occur, or failing the success of mediation, within fourteen (14) days of commencement, any conflict may proceed to Article 8 Grievance or Article 10 Discipline, without prejudice. The deadlines for these Articles shall commence with the date of the mediator's report or the date mediation was refused.

Appendix E - Sample Time Sheet

NAME - Position Title - Start Date	MON	TUE	WED	THR	FRI	SAT	SUN	Totals	Hours over/under	Hours over 44
WEEK ENDING -										
Lunch earned (hours) 10 mins per hour										
Lunch taken (minutes)										
STAT. HOLS										
VACATION										
SICK LEAVE										
Doctor Appt.										
Floating Holiday										
Family Leave (1-3 days)										
Bereavement Leave (Up to 7 days)										
NOTES (Explanations Re: Overtime)										
Total hours for week										
Total overtime hours (over regular hours)										
Total overtime hours (over 44)										
Time off in Lieu (accumulated)										

Vacation earned this week (hours)	
Vacation accumulated to date (hours)	
Vacation carried from prev. year	
Vacation taken to date	
Difference (term/grant pro-rated)	
Permanent staff (annual vacation remaining)	
Floating Holidays (4 days/year)	
Sick leave earned this week (hours)	
Sick leave earned to date (2 days/month)	
Sick leave carried from prev. year	
Sick leave used to date	
Sick leave balance	
Doctor Appointments (4 hours/month)	
Total Family Leave (to date)	
Total bereavement Leave (to date)	

Appendix F - OPIRG Hiring Procedure

Step 1: Send Notice of Vacancy to the CUPE 1281 Staff Representative (Article 13.2)

A vacancy occurs when an employee leaves a bargaining unit position, or when a new position is created. The Employer (normally the Staff Liaison) is required to inform the CUPE 1281 Staff Representative and the Shop Steward when a vacancy occurs, and must begin the process of filling the vacant bargaining unit position.

Step 2: Draft Hiring Notice/Job Posting (Articles 13.2.2, 13.2.3, 13.2.4)

The Employer must draft a written Hiring Notice (on the OPIRG Chapter letterhead). The information required to be included in the Job Posting is listed in Articles 13.2.2, 13.2.3 and 13.2.4.

Step 3: Sending Hiring Notice to CUPE 1281

The Employer is required to send the Notice to the CUPE 1281 Staff Representative for review and approval prior to beginning the hiring processes.

Step 4: Offering the position to Members within PIRG Hiring Chapter (Article 13.2.1)

Once the Hiring Notice is approved by the Union Staff Representative (and before posting the Notice in public), the Employer (normally the Staff Liaison) must first offer the position to all Permanent Employees in the hiring Chapter and current or former Term Employees with seniority rights from the hiring Chapter (see Article 11.6 for definition of Term Employee seniority rights).

These offers must be made on the basis of Equity first and then Seniority (i.e., those with the longest Employment time in the PIRG chapter, as a Permanent and/or Term Employee). Equity is defined in Article 13.1, and the equity categories to be considered are in Article 13.2.2)

This process of “Equity and then Seniority” means that principles of Equity shall be considered first and foremost in our hiring process. These considerations, as disclosed by candidates, must be considered before reviewing seniority lists to determine the relevance of this factor. The Hiring Chapter will encourage and promote safe, secure, and confidential disclosures of issues and identities that intersect with principles of Equity. Where there are no Employees in the Chapter that willingly disclose issues and identities that intersect with principles of Equity, then the Employer will use only the criteria of Seniority. Where relevant disclosures are made during this process, the Employer will re-evaluate the ranking of candidates. Where there is only one candidate who chooses to disclose, the job will be offered to that Employee first (regardless of their Seniority). Where there is more than one candidate that both chooses to disclose and is eligible to be offered the position, it will be offered to the list of Equity candidates in order of their Seniority. The above clause is written with the solidarity of marginalized and directly affected communities in mind. All parties agree that such determinations will not

be used to divide communities or create situations of lateral violence within our chapters and communities.

All offers should be made by the Employer in writing (i.e., by sending an individual email to the Employee). It is also a good idea for the Employer to follow-up with the Employee in person. Each Employee in the Chapter's Equity/Seniority list has up to 5 business days to either accept or reject the offer. If the first prioritized Employee rejects the offer or does not respond within these 5 days, the offer will be made to the next Employee in the list (and so on using the, Equity/Seniority formula until one accepts or all are offered and reject/fail to respond to the offer).

Step 5: Offering position to Employees in Chapter without experience or qualifications (13.4)

When applying the "Equity and then Seniority" process for hirings within the Chapter (see Step 4 above), the Employer is required to consider those who wish to apply even if they do not currently have adequate experience or qualifications for that position. To consider such Employees ineligible, the Employer must illustrate that the Employee could not learn and perform the duties of the job within eight (8) weeks. The process for making this decision is outlined in Article 13.4.

Step 6: Posting the Hiring Notice in OPIRG Chapters and local Centres (Article 13.2.3)

If no Employees from the hiring Chapter accept the offer after the Employer has completed Step 5, then the Employer must then post the hiring notice in all OPIRG Chapters and in local spaces for no less than 14 calendar days. The deadline and method for applying must be included on the Job Posting when it is circulated.

Step 7: Select a Hiring Committee (Article 13.3.1)

If no Employees are hired from the Hiring Chapter, then the Employer from that Chapter must strike a hiring committee. The required criteria for the size and selection of this hiring Committee is explained in Article 13.3.1, and the Employer of the Hiring Chapter is required to fulfill these criteria. It is recommended that the Employer consult/work with the OPIRG Steward to ensure that all reasonable efforts are made to fulfill the hiring committee criteria. The Hiring Committee must be provided a copy of the Hiring Notice, review this OPIRG Hiring Procedure (Appendix F), review Article 13 of the Collective Agreement (Hirings, Promotions and Staff Changes) and Article 16 (Staff Transfers Between Chapters) along with any other relevant related Articles. The hiring committee must maintain strict confidentiality regarding the process and discussion about/names of applicants and the contents of their applications, declare conflict of interest where they have a significant relationship with any applicants, and agree to act fairly and reasonably throughout the process.

Step 8: Review Applications and Making a Short-list of Candidates

As soon as reasonably possible after the application for deadlines passes, the Employer from the Hiring Chapter must make available to the hiring Committee a complete list of all applicants for the position. The Committee must also decide how many applicants will be included on each Committee members' short list. Normally, a short-list of 5 to 8

candidates is deemed reasonable, but the exact number must be determined in advance and be at minimum 2.

Each Committee member will review the applications individually and independently and construct a short-list in accordance with the agreed number of candidates. Each Committee member's short list must be based on the applicants' demonstration that they meet the main qualifications, skills and required experience/knowledge as outlined in the Job Posting.

Step 9: Create a List of Candidates to Interview

The Committee shall meet at Step 8 (above) to create a list of candidates to interview. Ideally, such list shall be created by consensus. Where consensus fails after reasonable efforts have been made, the Chair of the Hiring Committee (i.e., the Board Member/Employer's Representative from the Hiring Chapter) must call for a vote to determine the final list of interviewees. The Chair or the Hiring Committee shall normally contact all candidates on the short-list and invite them to an interview in accordance with an interview schedule (list of dates and times) agreed to in advance by the hiring Committee. All members of the Hiring Committee must attend all of the interviews.

Step 10: Create List of Interview Questions

Prior to any Interviews, the Hiring Committee must agree about a list of interview questions that will be asked of all candidates. Once agreed, the list is provided in writing to each Committee member in writing, and all efforts will be made at the interviews to be consistent in presenting the questions to all candidates.

Step 11: Conducting the Interview

The interview will be conducted along a set of basic and agreed upon standards that will include:

- All candidates will be provided the Interview Questions in advance of the interview in formats which meet their accessibility needs and shall be provided these materials at the same time, at a time agreed upon by the hiring committee;
- All candidates will be given a maximum of 10 (ten) minutes to review the provided questions;
- All candidates will be asked the same agreed to set of questions (as found in Step 10) and no candidate will be asked an additional, major question beyond this agreed to list. Hiring Committee members may ask follow-up questions to address concerns with answers or for clarity, but will make all efforts to not create deliberately leading questions in the spirit of fairness;
- All interview will be conducted in an accessible location and candidates will be asked about their access needs while scheduling the interview;
- All interviews will be scheduled to accommodate personal observances and this will not be held against any candidate in the process;

Step 12: Ranking the Candidates

Once all candidates have been interviewed, each member of the Hiring Committee will individually rank each interviewee in the order of overall strengths (i.e., required qualifications, experience, knowledge, skills and criteria as outlined in the Job Posting). Any candidates deemed unacceptable should be identified and reasons provided. Based on the discussion and review of these lists, the committee needs to select a list of no more than 4 applicants (ranked in order of preference).

Step 13: Recommendation to the Board of Directors of the Hiring Chapter

As per Article 13.3.2, the final hiring decision is the sole responsibility of the Employer. As such, the Committee will provide the Employer (i.e., the Board of Directors of the Hiring Chapter) with their list of up to 4 recommended applicants (ranked in order of preference). If the Board accepts the Committee's short list, then the Chair of the Committee will contact the number-one ranked applicant and offer them the position. If that applicant declines, an offer will be made to the second ranked candidate and so forth.

If the Board does not accept the Hiring Committee's recommendation, they must follow the process outlined in Article 13.3.2

Step 14: Letter of Appointment

Once a final candidate has been hired, the Employer of the Hiring Chapter must provide a Letter of Appointment to the prospective Employee. The template for this Letter is attached to the Collective Agreement below. The Employer is responsible for filling in the relevant information, reviewing the appointment letter with the prospective Employee, and gathering the relevant signatures. A signed copy of the Letter of Appointment must be provided to the Union immediately upon signing, and a copy also given to the Employee and to the Staff Liaison for the Employers files.

Appendix G - Accommodation Request Form

Please submit this form to your staff liaison.

Accommodation Request Form	
To assist us in the assessment of your needs, please provide the details of the workplace accommodation you are requesting. All requests are acknowledged in a confidential and timely manner and will follow the principles of Article 18 in the Collective Agreement.	
Employee Details	
Employee Name	
Position & Chapter	
Accommodation Details	
Have you read Article 18 in the Collective Agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Describe the type of workplace accommodation being requested (e.g. flexible scheduling, assistive technology, work from home)	
Describe why the accommodation is required to perform your job duties (list the functional limitations and/or systemic barriers). Please note that we do not require you to disclose medical diagnoses, aspects of your identity that you do not wish to share, or other sensitive information and you will not be penalized for refusing to do so.	
What is the expected duration for this workplace accommodation?	
Employee Acknowledgement & Agreement	
Confidentiality: I understand that the personal information related to my Request for Accommodation, including any supporting documentation, shall be treated as strictly confidential, and shall not be disclosed to other persons without my consent with the exception of my Chapter's Board of Directors. Information collected will remain separate from my employee file. I understand that, in order to implement any workplace accommodations, basic information may need to be shared with my Staff Liaison(s) or others only to the extent necessary and only with my consent.	
Employee Signature: _____	Date: _____

OPIRG Self-Declaration of Illness Form

Staff name: _____

Date of submission: _____

Select one:

I was ill on the following dates: _____

Or

Currently am ill

I certify that my illness is/was limiting me from fulfilling my job duties. I am submitting this form in good faith and understand that providing any false information may result in discipline as outlined in the Collective Agreement.

Signature: _____

Appendix H - Letter of Understanding #1: Collective Agreement Formats

1. Both parties agree that the Collective Agreement will be reformatted into accessible formats that meet various access needs.
 - 1.1. These formats will be created on a needs-basis, for both members of the Employer and Sub-Unit.
 - 1.2. Following the signing of this letter of understanding, there will be a Provincial budget-line expanded or established to expense the costs of the development of these new formats.
2. Both parties agree that the Collective Agreement will be reformatted into the French language before the expiry of this Collective Agreement.

Signed this 3rd day of January, 2024

For the Employer




Grace Cameron (Feb 15, 2024 12:29 EST)

Addison Clermont
Addison Clermont (Feb 19, 2024 17:47 EST)

For the Union

Rachele Gottardi
Rachele Gottardi (Feb 15, 2024 14:45 EST)


Karyl Rath (Feb 14, 2024 14:18 EST)

Nicola Koyanagi

Linda Barnett Coelho
Linda Barnett Coelho (Feb 14, 2024 18:08 EST)



Appendix I - Letter of Understanding #2 Anti-Harassment Procedures

1. Both parties agree that a Conflict Resolution Process will be developed and included within the Collective Agreement
 - 1.1. This process will be created in a collaborative fashion with opportunity for both members of the Employer and Sub-Unit to provide input and guidance as to the content.
 - 1.2. Following the signing of this letter of understanding, there will be a Provincial discussion item added to the next Provincial Board Meeting to discuss and implement a timeline and process for the development of the Conflict Resolution guidelines.
2. Both parties agree that the Conflict Resolution procedure will not replace or supercede any part of the Anti-Harassment Policies and/or Grievance Procedures in the Collective Agreement but instead will work to assist and support the pre-established Union regulated processes as outlined within the Collective Agreement.
3. Both parties agree that once completed; at no point may the Employer force the use of the Conflict Resolution Procedure upon an Employee who wishes to utilize their rightful processes and protections afforded to them by the Union. This includes attempts to dissuade any Employee from their right to access the Union guided process of the Grievance Procedures. Both parties agree that these two points will be made clear within the Conflict Resolution Procedure that is developed.

Signed this 3rd day of January, 2024

For the Employer


Grace Cameron (Feb 15, 2024 12:29 EST)

Addison Clermont
Addison Clermont (Feb 19, 2024 17:47 EST)

For the Union

Rachele Gottardi
Rachele Gottardi (Feb 15, 2024 14:45 EST)


Karly Rath (Feb 14, 2024 14:18 EST)

Nicola Koyanagi

Linda Barnett Coelho
Linda Barnett Coelho (Feb 14, 2024 18:08 EST)

Appendix J - Letter of Understanding #3: Health and Retirement-related Benefits Review

1. Both parties agree to meet before 1 September 2019 to review and make a mutually agreeable decision to determine whether to continue, remove or expand the existing health and retirement-related benefits in the Collective Agreement, and to consider possible alternatives. Such decision must consider the current Health and Dental Benefits Plan (Article 25.1), the Extended Life Insurance, Accidental Death and Dismemberment, and Long Term Disability Group Plan (Article 25.2), the RRSP and Savings Plan Benefit (Article 25.3), the Multi-Sector Pension Plan (MSPP), and possible extended health benefits.
2. If the current Health and Dental Benefits (Article 25.1) and the Extended Life Insurance, Accidental Death and Dismemberment, and Long Term Disability Group (Article 25.2) plans are merged into one comprehensive plan through this process of review, the parties agree to continue to pay for the respective portions of the new singular plan which are equivalent to the above amounts (as per 25.1.1 and 25.2). Meaning the Employer will continue to pay for the full costs of Health and Dental related benefits and the Employee will continue to pay for Extended Life Insurance, Accidental Death and Dismemberment, and Long-Term Disability related costs.

Signed this 3rd day of January, 2024

For the Employer

For the Union

Rachele Gottardi
Rachele Gottardi (Feb 15, 2024 14:45 EST)


Greg Cameron (Feb 15, 2024 12:29 EST)


Karyl Rath (Feb 14, 2024 14:18 EST)

Addison Clermont
Addison Clermont (Feb 19, 2024 17:47 EST)

Nicola Royanage

Linda Barnett Coelho
Linda Barnett Coelho (Feb 14, 2024 18:08 EST)