

**COLLECTIVE AGREEMENT**

- Between -

**SAVE THE CHILDREN CANADA**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4736**

**January 1, 2024 - December 31, 2026**

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## **ARTICLE 1 - PREAMBLE**

It is the purpose of this Agreement:

**a) Settling of Conditions of Employment**

To set forth the terms and conditions of employment relating to hours of work, rates of pay and other working conditions affecting the Employees covered by this Agreement; and

**b) Joint discussion**

To recognize the mutual value of joint discussions on Employer/Union matters; and

**c) Settling of Grievances**

To provide for means of settling disputes and grievances; and

**d) Furthering of a Harmonious and Orderly Collective Bargaining Process**

To promote and further a harmonious and an orderly collective bargaining relationship between the Employer, its Employees and the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations, policies and procedures, to be observed by the Employees;
- b) To hire, lay-off, recall, direct, promote, demote, transfer, classify, schedule, assign duties, discipline, suspend or otherwise discharge Employees, provided that a claim that an Employee who has completed his probationary period has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) To determine the location and extent of its operations and their commencement, expansion, curtailment or continuance; to determine the nature and kind of service to be provided and the standards of client service required;

Generally to plan, manage, and control the work of the Employees and the operations of Save the Children Canada in all aspects, and without restricting the generality of the foregoing, to determine: the services to be rendered and the work to be done; the programs to be delivered and the mandate of the operation; the standards of performance of the work; the methods, processes and means of performing work; the content, requirements and qualifications required for the job; the number of Employees needed by the Employer at any time, and how

many Employees shall work in any job; the kinds and location of the work and projects to be performed; and the introduction of new and improved methods, facilities, equipment; and the amount of supervision necessary;

- d) To exercise those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement.
- e) The Employer agrees to exercise the foregoing responsibilities and rights in a manner consistent with the provisions of the Collective Agreement.
- f) The Employer agrees to exercise these responsibilities and rights in good faith, and in a manner that is neither discriminatory nor arbitrary.

## **ARTICLE 3 - DEFINITIONS**

### **3.01 Definition of Gender**

The words "they" and "them" shall include the Employees of all genders.

### **3.02 Definition of Singular/Plural**

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

### **3.03 Definition of Employees**

The words "Employee" or "Employees" shall mean anyone included in this Agreement.

### **3.04 Definition of Union (C.U.P.E.)**

The term "Union" means the Canadian Union of Public Employees (C.U.P.E.) and its Local 4736.

### **3.05 Definition of Employer**

The term "Employer" when used in this Agreement shall mean Save the Children Canada.

### **3.06 Regular Full-Time Employees**

A regular full-time Employee is defined as an Employee who is regularly and continuously scheduled to work a forty (40) hour paid work week, inclusive of the paid meal periods.

### **3.07 Regular Part-Time Employees**

A regular part-time Employee is defined as an Employee who is regularly and continuously scheduled to work less than a forty (40) hour paid work week, inclusive of paid meal periods.

### **3.08 Casual Employee**

A casual Employee is an Employee who is employed on an "as needs basis".

A casual Employee who is employed for a period of less than four (4) months continuously is not included in the bargaining unit and is not governed by the terms and conditions of the Collective Agreement.

Casual Employees who are employed for a continuous period of greater than four (4) months are included in the bargaining units and are governed by the terms and conditions of this Collective Agreement.

### **3.09 Term Employee**

A "term Employee" will be defined as an Employee who is hired externally for a definite, time limited to perform work which falls within the scope of the bargaining unit. A term Employee will be considered as a "full-time term Employee" if they are regularly and continuously scheduled during their employment on the basis of a forty (40) hour work week, inclusive of paid meal periods. A term Employee will be considered as a "part-time term Employee" if they are regularly and continuously scheduled during their employment to work less than a forty (40) hour work week, inclusive of paid meal periods.

- a) A term Employee who is employed for a period equal to or less than twelve (12) calendar weeks plus one (1) day, is not included in the bargaining unit and is not governed by the terms and conditions of this Collective Agreement.
- b) A term Employee who is employed for a period greater than twelve (12) calendar weeks plus one (1) day, or a term Employee whose term employment is extended without interruption for a continuous period of more than twelve (12) weeks plus one day, is included in the bargaining unit and is governed by the terms and conditions of this Collective Agreement applicable to term Employees.

### **3.10 Working Days**

The term "working day(s)" when used in this Collective Agreement shall be defined as calendar days exclusive of Saturdays and Sundays and designated paid holidays as defined in Article 18.

### **3.11 Definition of Fiscal Year**

The fiscal year for all purposes of the Collective Agreement shall be January 1<sup>st</sup> - December 31<sup>st</sup> of each year.

### **3.12 Secondment**

Temporary work assignment outside of Save the Children Canada.

### **3.13 Intern**

An intern is enrolled in a program of study, brought into the organization to perform work that is related to the intern's program of study, for a period not to exceed four (4) months.

## **ARTICLE 4 - RECOGNITION AND NEGOTIATIONS**

### **4.01 Scope of the Bargaining Unit**

The Employer recognizes the Union as the exclusive bargaining agent for all Employees employed by Save the Children Canada in the Province of Ontario, save and except Senior Advisors, Annual Giving Supervisor, Senior Managers, Directors, Controller, Senior Accountant, Senior Portfolio Analyst, Portfolio Analyst, Senior Financial Analyst, Project Manager, Data & Analytics Manager, and persons above the rank of these positions, Communications Coordinator, IT Administrator, Executive Assistant, Programs Assistant and Human Resources Personnel.

### **4.02 Union Representation**

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

### **4.03 List of Representatives and Officers**

The Union shall provide the Employer with a current written list of the Union's officers and representatives, and will advise the Employer in writing of any changes thereto.

The Employer will also provide the Union with a list of its management or their personnel with whom the Union and Employees may be required to transact business in, connection with the administration of this Collective Agreement.

### **4.04 No Other Agreements**

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

### **4.05 Union Membership**

The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee because of their membership or non-membership in the Union or because of their activity or lack of activity in the Union.

### **4.06 Union Notification of Staff Changes**

The Employer agrees to notify the Union in writing within five (5) working days when an Employee is hired, promoted, transferred, laid-off or recalled, begins an approved Leave of Absence, seconded, deceased or has resigned. Notification to the Union President and Recording Secretary, if the position is occupied, shall be deemed sufficient.

### **4.07 Union Work on the Premises or During Working Hours**

The Union agrees that Union activity and Union work will not take place during

working hours or on the premises of the Employer except as either provided for expressly in this Agreement or with the express permission of the Employer.

#### **4.08 External Representatives**

The Employer and the Union shall have the right at any time to have the assistance of an outside representative or consultant when dealing with matters respecting this Agreement or its administration.

A representative of the Canadian Union of Public Employees must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied.

#### **4.09 Negotiation Committee**

A Union negotiating committee shall consist of up to three (3) Employees and one (1) alternate elected or appointed from amongst Employees in the bargaining unit (along with a National Representative of the Union) for the purpose, of negotiating renewal Collective Agreement(s).

The Employer shall pay the Employees on the Union negotiating committee their straight time regular rate of pay for regularly scheduled working hours lost due to attendance at renewal negotiations with representatives of the Employer up to and including conciliation but not thereafter.

#### **4.10 Permission to Leave Work**

It if is necessary for a Union committee member or Steward to leave their work to attend to Union business that involved the Employer or to confer with a representative of the Canadian Union of Public Employees, they may so leave their work without loss of pay from their scheduled hours on the following conditions:

- a) The time spent shall be devoted to the prompt handling of the Union business. The Employer reserves the right to limit the time if it is excessive.
- b) The Employee concerned shall obtain the permission of their Department Head or designate before leaving their work, provided that such permission shall not be unreasonably withheld.

#### **4.11 Stewards**

The Union shall have the right to four (4) Union Stewards from the bargaining unit to deal with the complaints or grievances as set out in this Collective Agreement.

The Stewards will receive their straight time regular rate of pay for regularly scheduled working hours lost due to attendance at grievance meetings with the Employer and due to investigation and processing of grievances, but not including arbitration, provided that permission in accordance with Article 4.10 has been granted for such time spent in investigation and processing of grievances.

## **ARTICLE 5 - HUMAN RIGHTS, WORKPLACE VIOLENCE AND HARASSMENT**

**5.01** The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or harassment as defined by and within the meaning of the *Ontario Human Right Code*, exercised or practiced by either of them or by any of their representatives with respect to any Employee by reason of age, sex, marital status, race, ancestry, creed, colour, place of origin, ethnic origin, disability, sexual orientation, or on any ground prohibited under the *Ontario Human Rights Code*.

**5.02** An Employee who believes that they have been discriminated against or harassed contrary to this provision may file a grievance under the Collective Agreement.

### **5.03 Workplace Violence and Harassment**

The Employer and the Union agree that violence and harassment in the workplace can have devastating effects on Employees' quality of life and organizational productivity.

Violence and harassment are defined as follows:

Workplace violence is:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or,
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

Workplace harassment is engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. It may include behaviour, whether deliberate or negligent, which is disrespectful, offensive, embarrassing or humiliating and adversely affects the working environment.

A workplace is any land, premise, location or thing at, upon in or near which a worker works.

### **5.04 Sexual Harassment**

Workplace Sexual harassment is:

- a) engaging in a course of vexatious comment or conduct against an Employee in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the Employee and the person knows or ought reasonably

to know that the solicitation or advance is unwelcome, or

- c) taking or threatening a reprisal against an Employee who has rejected a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the Employee.

Examples of Sexual Harassment include:

- Unnecessary touching or patting;
- Suggestive remarks or other verbal abuse;
- Leering at a person's body;
- Compromising invitations;
- Demands for sexual favours;
- Physical assault.

## **ARTICLE 6 - UNION DUES REQUIREMENTS**

- 6.01** All Employees within the bargaining unit shall, as a condition of continued employment, pay union dues in accordance with the provisions of the Collective Agreement.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

### **7.01 Deduction of Dues**

The Employer shall deduct from every Employee of the bargaining unit dues levied by the Union on its members. With new hires, dues deduction shall commence with the Employee's first pay.

### **7.02 Collection of Dues**

By the twentieth (20<sup>th</sup>) day of each month, the Employer agrees to forward the Union dues deducted in the previous month by cheque to the Treasurer of the National Union, together with the detailed list of names and amounts deducted.

The Employer shall provide to the President and the Secretary Treasurer of the Union quarterly an electronic list of all Employees in the Bargaining Unit, their status, job titles, home addresses, work email addresses, and home telephone numbers (and other available personal telephone numbers, such as cellular numbers), and, if available, personal email addresses.

The list provided will also include the Employee's primary work site (remote or Toronto office) and if the Employee is on a leave of absence including the general nature of the leave of absence.

### **7.03 Notification by the Union**

Before the Employer is obliged to deduct any amount under Article 7.01, the Union shall advise the Employer in writing of the amount of dues levied by the Union and such written notification shall be the Employer's conclusive authority to make the deduction specified. The amount so advised shall continue to be

deducted until changed by further notice to the Employer signed by the Treasurer of the Local Union. Upon receipt of such notice, such changed dues amount shall be deducted.

- 7.04** Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.
- 7.05** The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of authorized union dues deductions.

## **ARTICLE 8 - UNION AND EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

- 8.01** The Employer agrees to acquaint new Employees with the fact that the Collective Agreement is in effect and to provide them with the names of the Union's representatives.
- 8.02** A Union Steward or Committee representative shall be given the opportunity to meet with a newly hired Employee during the first two (2) weeks from the Employee's commencement of work for a maximum of up to thirty (30) minutes during working hours without loss of pay in order to provide the Employee with an orientation to the benefits and duties of Union membership and their union responsibilities and obligations.

## **ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE**

- 9.01** Where the parties agree that there are matters of mutual concern and interest that would benefit from joint discussion at a Labour/Management Committee, the following shall apply:
- a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. At least seven (7) calendar days prior to the scheduled meeting date, an agenda of matters proposed to be discussed will be forwarded.
  - b) The Committee shall meet quarterly, and will set all meeting dates by January 31<sup>st</sup>, unless decided otherwise by the Committee.
  - c) The Committee will maintain official minutes of its meeting.
  - d) The Committee shall not discuss matters that are properly the subject of a grievance or negotiation for the amendment or renewal of this Agreement.
  - e) Any Employee representative(s) attending such meetings shall not lose regular earnings from scheduled hours of work lost due to attendance at such meeting.
  - f) A representative of the Canadian Union of Public Employees and an external representative or consultant of the Chief Executive Officer may attend any meeting, upon advance notification to the other party.

- g) The parties agree that concerns relating to workload will be resolved in a timely and effective manner. The Labour-Management Committee will address and recommend solutions to the workload issues.
- h) Employees will first endeavour to resolve the issue with their direct Manager. If the workload concern is not resolved to the Employee's satisfaction, the Employee may raise the concern to their Department Head.

## **ARTICLE 10 - COMPLAINT AND GRIEVANCE PROCEDURE**

### **10.01 Definition of Grievance**

For the purposes of this Agreement, an individual, policy or group grievance is defined as a difference that arises between the parties hereto or between the Employee(s) and the Employer relative to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable. All complaints and grievances shall be taken up in the following manner:

### **10.02 Step 1**

The Employee concerned who shall be accompanied by a Steward shall within ten (10) working days of the circumstances giving rise to the grievance present a written grievance signed by the grievor to their Department Head or designate who shall give their written answer to the Union within ten (10) working days. A grievance must contain a short statement of the complaint or grievance and a brief statement of the Article(s) of the Collective Agreement alleged to have been violated, and the relief sought.

### **Step 2**

Should the Employee or the Union feel that the grievance has not been settled satisfactorily, the grievor may present a written grievance signed by the grievor to the Chief Executive Officer or designate within five (5) working days of the date that the answer was received at Step 1. The Employee shall be accompanied by a Steward. Within five (5) working days of receipt of the grievance, the Chief Executive Officer or designate and a Committee comprised of the grievor and a Steward shall meet to discuss the grievance. The Chief Executive Officer or designate shall answer in writing no later than five (5) working days after this meeting with a copy to the assigned CUPE National Representative. It is further understood that a representative of the Canadian Union of Public Employees may be present at the meeting and that the Chief Executive Officer or designate may have such counsel and assistance as they may desire at such meeting to a maximum of two (2) additional persons.

### **10.03 Policy Grievance**

If the Union or the Employer has a policy grievance, it shall be forwarded in

writing to the Chief Executive Officer, in the case of a Union grievance, or to the Union Local President, in the case of an Employer grievance, within five (5) working days following the circumstances giving rise to the grievance.

A meeting will take place between the Chief Executive Officer, or designate and the Union Local President or designate within five (5) working days of the submission of the grievance. The Employer and the Union may have the assistance of an external representative or consultant at such meeting.

The Chief Executive Officer or designate, if a Union grievance, or the Union Local President or designate, if an Employer grievance, shall deliver their response in writing to the other within five (5) working days of the meeting.

Failing settlement of the grievance, it may be referred to arbitration in accordance with Article 11.01.

However, it is expressly understood that the provisions of this clause may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

#### **10.04 Group Grievance**

When a group of Employees have identical grievances as set out in Article 10.01 above, they may present a group grievance identifying each Employee who is grieving within five (5) working days of the alleged grievance. The grievance shall then be treated as being initiated at Step 2. One (1) Employee on behalf of the group named therein with a Steward shall present the group grievance at Step 2 of the Grievance Procedure.

#### **10.05 Harassment Grievance**

Where the alleged harasser is the Employee's Supervisor or the person who would normally deal with the first step of such grievances, complaints of harassment shall be dealt with in accordance with the Grievance Procedure and will be investigated promptly and a grievance may be filed directly at Step 2.

**10.06** All Agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the Employees.

#### **10.07 Mediation**

The Union and the Employer may agree to refer any grievance to mediation.

#### **10.08 Grievance Timelines**

The timelines in this grievance procedure may be extended by the parties upon mutual agreement in writing.

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## ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01** Failing settlement of any grievance, as defined in 10.01, after exhausting the Grievance Procedure, such grievance may be submitted to arbitration as hereinafter provided. The party requesting that the grievance be submitted to arbitration shall make such request in writing to the other party within fourteen (14) working days after the decision under Step 2 is given. If no written request for arbitration is received within fourteen (14) working days after the decision under Step 2 is given, the grievance shall be deemed to be abandoned.
- 11.02**
- a) **Board of Arbitration**
- When either party requests that any grievance be submitted to arbitration as provided for in Article 11.01 above, it shall at the same time as making its request name its nominee. Within five (5) working days from the receipt of Notice of Intent to Arbitrate, the other party must in turn name its nominee. A third person to act as Chairperson shall be appointed by the respective nominees. Should either party fail to name its nominee within the applicable timeframe or should the appointees fail to appoint a Chairperson within fifteen (15) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.
- b) **Sole Arbitrator**
- The Employer and the Union agree that by their mutual written agreement they may select to proceed to arbitration with a sole arbitrator instead of a tripartite board of arbitration, and in such case, the provisions of this Article referring to the arbitration board shall appropriately apply.
- It is understood that if the parties agree to proceed by sole arbitrator but are unable within fifteen (15) working days of such agreement to agree upon the selection of the sole arbitrator, either party may request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.
- 11.03** Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises. No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.04** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate to settle the grievance, except where agreed by the parties.
- 11.05** It is agreed and understood that the Arbitration Board shall not have the jurisdiction to alter, amend, add to, or annul any part of this Agreement or to make any decision inconsistent with the provisions of this Agreement, or to deal with any matter not covered by this Agreement.

**11.06** The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern. The decision will be final and binding upon the parties hereto and the Employer or Employees concerned.

**11.07 Time Limits**

The time limits in the grievance procedure under Article 10 and the time limits of the arbitration process under Article 11 are mandatory except by the written agreement of the parties.

**11.08 Arbitration Procedure**

The arbitration board, or sole arbitrator as applicable, may determine its own procedure, subject to any relevant statutory provisions or other legal principles, but shall give full opportunity to the parties to present evidence if deemed appropriate by the arbitration board and to make representations to it. It shall render a decision.

**11.09 Attendance at Arbitration**

It is understood that the Local Union President or designate, the Steward and Grievor attending Mediation or Arbitration shall not lose regular earnings from scheduled hours of work lost due to attendance at such meeting. It is understood that the Union shall reimburse the Employer for such time.

**ARTICLE 12 - DISCHARGE, SUSPENSION, DISCIPLINE**

**12.01 Union Representation at Discipline**

Where the Employer wishes to meet with an Employee to impose disciplinary action, the Employee shall be entitled, at their request, to have a Union Steward or a Union Committee member present at the time such discipline is given.

The Employer will notify the Employee of this right to representation when scheduling the meeting to impose disciplinary action. The Employee will be advised when the meeting is scheduled.

**12.02 Union Notification of Discipline**

Whenever the Employer deems it necessary to suspend or discharge an Employee, the Employer shall notify the Union of such suspension or discharge within five (5) calendar days of the suspension or discharge. The Employer will also provide the Union with a copy of any other written discipline issued to an Employee within five (5) calendar days thereafter.

**12.03 Clearance of Disciplinary Record**

a) Disciplinary written warnings will be removed from the record of an

Employee twelve (12) months after the discipline has been issued, provided that there has been no subsequent discipline issued to the Employee in the twelve (12) month period.

- b) Disciplinary suspensions or any other discipline sanctions that are at a higher level of discipline than a written warning will be removed from the record of an Employee eighteen (18) months after the discipline has been issued, provided that there has been no subsequent discipline issued to the Employee in the eighteen (18) month period.

#### **12.04 Access to Personnel File**

An Employee shall have the right upon giving reasonable notice to the Employer, to have access to their personnel record in the presence of the Department Head or their designate for the purpose of reviewing any performance evaluations or discipline. An Employee shall have the right to reasonably request copies of such evaluations or discipline, which will be provided within a reasonable period of time to the Employee. It is understood that the Employee shall not have the right to see any job or performance references obtained from other Employers.

#### **12.05 Discharge and Suspension Grievances**

A claim by any Employee who has completed their probationary period that they have been discharged or suspended without just cause shall be lodged by the Employee with the Employer at Step 2 of the grievance procedure within five (5) working days after the date the discharge or suspension is effected.

Such special grievance may be settled under the Grievance, Mediation or Arbitration procedure by:

- a) confirming the Employer's action in dismissing the Employee; or
- b) reinstating the Employee with or without loss of seniority and with or without full compensation for the time lost; or
- c) by any other arrangement which may be deemed just and equitable.

#### **12.06 Performance Evaluations**

For the purposes of this Collective Agreement, performance evaluations and reviews are not considered to be discipline and do not form part of the Employee's discipline record.

- 12.07** Where the Employer deems it necessary to suspend an Employee, while conducting an investigation as result of a complaint, the Employee may be suspended without loss of pay, benefits or seniority while the investigation is being conducted.

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## **ARTICLE 13 - SENIORITY**

### **13.01 Accumulation of Seniority and Service**

Seniority for the purposes of this Agreement shall operate on a bargaining unit wide basis.

Full-time Employees shall accumulate seniority and service on the basis of their last starting date of employment except as provided otherwise in this Agreement.

Where more than one (1) full-time Employee commences employment on the same date, their seniority order will be determined by lottery on their first date of employment in the presence of a Union representative.

Regular part-time Employees shall accumulate seniority and service on a pro-rated basis, calculated, on the basis of the part-time Employee's regular schedule of weekly paid hours inclusive of paid meal periods relative to the full-time Employee's regular schedule of weekly forty (40) paid hours inclusive of paid meal periods.

Term Employees shall not accumulate service or seniority during their term contract. If a term Employee is hired on as a regular Employee at the end of their contract, the Employee will be credited with seniority based on the Employee's term contract start date.

In the instance where a bargaining unit member moves to a vacancy outside of the bargaining unit, the Employee will accrue a maximum of twelve (12) months' seniority.

### **13.02 Effect of Absence**

Whenever they are used in the Collective Agreement, the terms seniority and service shall accumulate in accordance with Article 13.01 subject to the following conditions:

a) **Seniority/Service/Benefits During Leaves Paid by the Employer**

It is understood that in any absence paid directly by the Employer, credit for seniority and service shall continue to accumulate and the Employer shall continue to pay its share, if any, of the insured benefit premiums for the benefit plans in which the Employee is participating provided that the Employee continues their share of the benefit premiums, if any.

b) **Unpaid Leaves of Less Than Thirty (30) Days Duration**

It is understood that in any absence not paid directly by the Employer that is of thirty (30) days or less duration, credit for seniority and service shall continue to accumulate. The Employer shall continue to pay its share, if any, of the insured benefit premiums for the benefit plans in which the Employee is participating, provided that the Employee continues their share of the benefit premiums, if any. An Employee shall not be entitled to holiday pay or time off in lieu thereof for any holiday falling during an unpaid leave of absence.

c) Unpaid Leaves Exceeding Thirty (30) Days Duration

During an absence not paid directly by the Employer which exceeds thirty (30) continuous calendar days (except for unpaid absences addressed in d) and e) below:

- i) Seniority shall be suspended and shall not accumulate for the period, in excess of the thirty (30) continuous calendar days, except as expressly provided for by law. The Employee's seniority date shall be adjusted accordingly.
- ii) Credit for service for purposes of vacation grid progression and vacation accumulation or any other service-related benefit under the Agreement, shall be suspended for the period of the leave in excess of thirty (30) days, and the Employee's service date adjusted accordingly and vacation pay time off reduced on a pro-rata basis. Any other benefits under the Agreement shall be suspended for the period of the leave in excess of the thirty (30) days.
- iii) The Employer's obligation to pay its share of the benefit premiums shall cease for any portion of the leave that exceeds thirty (30) days unless expressly provided otherwise by legislation and the Employee shall be responsible for full payment of the premiums for the insured benefit plans in which they are participating for a maximum period of twenty-four (24) months.

d) Pregnancy/Parental Leave

Notwithstanding c) above, seniority accumulation, service accumulation and the Employer's continuation of its share of the benefit premiums, if any, during a pregnancy or parental leave shall be governed in accordance with Article 22.

e) Sick Leave

Notwithstanding c) above, an Employee who is absent due to sick leave and is in receipt of benefits under the short-term disability plan or WSIB as provided for under Article 20 will continue to accumulate seniority and service while they receive benefits under the short-term disability plan to the maximum period of seventeen (17) weeks. Thereafter, the Employee will retain, but not accumulate seniority and service.

The Employer will continue to pay its share, if any, of the insured benefit premiums for the benefit plans in which the Employee is participating for a maximum period of twenty-four (24) months, provided that the Employee continues their share of the benefit premiums, if any.

The Employee shall not be entitled to holiday pay or time off in lieu thereof for any holiday falling during the sick leave except as provided for in Article 18.09.

### **13.03 Change of Status**

A regular part-time Employee whose status is altered to regular full-time will be credited upon transfer with their regular part-time seniority and service on the basis that for a part-time Employee two-thousand and eighty (2080) hours paid, inclusive of paid meal periods, is equivalent to one (1) year of full-time seniority and service. The Employee will thereafter accumulate seniority and service on the basis of full-time Employee accumulation (i.e. will thereafter accumulate one (1) week of seniority and service for each one (1) week as a full-time Employee, except as expressly provided otherwise).

A full-time Employee whose status is altered to regular part-time Employee will be credited with their full-time seniority and service upon transfer on the basis that one (1) year of full-time seniority and service is equivalent to two-thousand and eighty (2080) hours inclusive of paid meal periods of part-time service and seniority. The Employee will thereafter accumulate seniority and service as a regular part-time Employee on a pro-rata basis.

### **13.04 Seniority Lists**

The Employer will keep up-to-date seniority lists for the bargaining unit and will post the same on a bulletin board in January and July of each year. A copy of the seniority list shall be given to the CUPE Local President and Recording Secretary at the time of the posting.

### **13.05 Probationary Employee**

- a) Employees newly hired into the bargaining unit must complete a probationary period of four (4) months.
- b) Except as hereinafter provided, leaves of absences and scheduled working days missed by the Employee do not count as "time worked" for the purposes of successful completion of the probationary period. Accordingly, the probationary period will be extended beyond four (4) calendar months, as applicable, by the number of the probationary Employee's missed working days. Notwithstanding the foregoing, where a probationary Employee misses a total of five (5) or lesser working days the probationary period will not be so extended and the total of the five (5) or lesser missed days will count as "time worked" for the probationary period.
- c) The probationary period may be extended with the mutual written agreement of the Employer and the Union.
- d) Employees shall not accumulate seniority during the probationary period; however, upon successful completion of the probationary period, the Employee will be credited with seniority for the probationary period. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except as expressly provided otherwise in this Agreement and except with respect to discharge. The discharge of a

probationary Employee shall be at the sole discretion of the Employer and shall not be the subject of a grievance or of the arbitration procedure. The Employer will provide a letter to the Employee giving reasons for the discharge.

- e) The Employer will conduct a performance review of the probationary Employee prior to the expiry date of the probationary period. Failure to so conduct a performance review will not void or invalidate any discharge of the probationary Employee.
- f) Term Employees who have their contracts extended performing the same duties or who are hired on as regular Employees into a position performing the same duties they were performing as Term Employees will have their period of service as a Term Employee credited toward their probationary period.

### **13.06 Loss of Seniority, Service**

An Employee shall lose all service and seniority and shall be deemed to have terminated if they:

- a) voluntarily quits the employ of the Employer;
- b) retires;
- c) is discharged for just cause and the discharge is not reversed through the grievance or arbitration procedure;
- d) has been laid off for twelve (12) months;
- e) is absent from work without permission for a period of three (3) consecutive working days or more for which they were scheduled to work, unless a satisfactory reason for such absence is provided to the Employer;
- f) is absent from work for a period of three (3) consecutive working days or more without notifying the Employer of their absence, unless a satisfactory reason for the failure to notify is provided to the Employer;
- g) utilizes a leave of absence for the purpose of engaging in gainful employment elsewhere except with the express written permission of the Employer;
- h) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- i) fails upon being notified of a recall from layoff to signify their intention to return within five (5) working days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer (which notification shall be deemed to have been received after the second (2<sup>nd</sup>) day following the date of mailing) and fails to report to work within ten (10) working days after they have received the notice of recall.

- j) is absent due to illness or compensable injury for twenty-four (24) months. Prior to the automatic termination of Employees under this clause, the Employer agrees to ensure that any action taken by it complies with the *Ontario Human Rights Code*.

## **ARTICLE 14 - PROMOTION AND STAFF CHANGE**

### **14.01 Notification of Vacancies**

In the event a permanent vacancy or a term employment vacancy occurs within a bargaining unit position, which vacancy the Employer intends to fill, or the Employer creates a new permanent or term position within the bargaining unit, the Employer will provide the President and Recording Secretary, if the position is occupied, with a copy of the posting twenty-four (24) hours before posting the vacancy and post notice of such vacancy for five (5) working days. In order to receive consideration, Employees from within the bargaining unit must submit their applications within the five (5) working day period referred to herein.

### **14.02 Job Posting**

The Employer will award the vacancy to the best internal applicant in the competition based on experience, skill, ability to do the work and qualifications. Where these factors are equal, seniority shall govern. An internal applicant must have the required competencies and qualification for the vacant position to be awarded the job.

The Employer will notify the internal candidates as to whether or not they are the successful candidate prior to the Employer reviewing external candidates.

All job postings shall include the salary range.

- 14.03** It is understood that where a regular full-time Employee or a regular part-time Employee applies for and is awarded an internal vacancy that is for a defined term of less than or equal to twenty-four (24) months duration, the regular full-time or part-time Employee retains their status as a regular Employee, and will return to their former position or similar work within the bargaining unit, at the conclusion of the vacancy.

- 14.04** An Employee who has successfully bid on a job posting shall not be considered as an applicant for any permanent or term employment vacancy that becomes available within eight (8) months of the Employee's successful bid, except at the sole discretion of the Chief Executive Officer.

An Employee who has less than eight (8) months of seniority shall not be considered as an applicant for any permanent or term employment vacancy that becomes available, except at the sole discretion of the Chief Executive Officer.

- 14.05** The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and

arrangements have been made to permit the successful applicant selected to fill the vacancy to be assigned to the job.

**14.06** An Employee who is the successful applicant to a position in a higher rated salary level will receive a salary increase between the Minimum and Maximum at the Employer's discretion, but will not be less than a three percent (3%) increase to the Employee's current salary. The Employer agrees that the Employee's new salary will not be higher than the salary of another Employee currently in that position.

**14.07 Trial Period**

Regular Employees hired into another position within the bargaining unit must complete a trial period.

The successful applicant shall be placed on a trial period of two (2) months and shall retain all rights and benefits under the Collective Agreement. Conditional on satisfactory service at the Employer's discretion, acting reasonably, such trial promotion shall become permanent in the position after the two (2) month period. The trial period may be extended with the agreement of the Union. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and at the previous position's wage or salary. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority at the previous position's wage or salary. If there are no successful applicants after the trial period, then the position will be reposted.

**ARTICLE 15 - LAYOFF AND RECALLS**

(This article is not applicable to term Employees)

**15.01 Definition**

A layoff is defined as, the total elimination of a regular full-time or regular part-time Employee's regular hours of work or the reduction by more than thirty (30%) percent of a regular Employee's regular hours of work amended from time to time.

**15.02 Union Layoff Notice**

In the event of a proposed layoff of a permanent or long-term nature (i.e. a layoff of more than thirteen (13) consecutive calendar weeks) of a regular full-time or regular part-time Employee, the Employer will provide the Union with at least three (3) calendar weeks' notice. This notice is not in addition to required notice for individual Employees.

The Employer will meet with the Union through the Labour Management Committee to discuss the potential impact of the layoff on the Employees and the method of implementation of the layoffs.

### 15.03 Employee Notice of Layoff

In the event of a layoff of a permanent or long-term nature, the Employer will provide affected regular full-time or regular part-time Employees with notice or payment in lieu of notice in accordance with the notice chart set out below:

Employee's Period of Employment Last Date of Hire)	Notice or Pay in Lieu (Since Entitlement
Less than one year	1 week
One year or more, less than 3 years	2 weeks
Three years or more, less than 4 years	3 weeks
4 years or more, less than 5 years	4 weeks
5 years or more, less than 6 years	5 weeks
6 years or more, less than 7 years	6 weeks
7 years or more, less than 8 years	7 weeks
8 years or more	8 weeks

Where pay in lieu of notice is provided, the pay will be based upon the Employee's regular weekly salary based on the Employee's regular work week. If the Employee does not have a regular work-week, the Employee's salary over the period of the twelve (12) weeks prior to the layoff shall be averaged to determine a weekly salary for the purposes of this provision.

In the event, that the *Employment Standards Act* is amended to provide for greater notice obligations than those provided for above, the provisions of the *Employment Standards Act* shall prevail.

It is agreed that the Employer may give all regular full-time and regular part-time Employees who may be potentially affected by the layoff notice at the outset of the process.

### 15.04 A regular full-time or regular part-time Employee who is subject to layoff has the following options:

- a) Accept the layoff and remain on the recall list. In the event, that the Employee's recall rights expire, the Employee's entitlement to severance payments will be in accordance with Article 15.07 below;
- b) Elect to bump a lesser senior regular Employee in an identical paying or lower paying classification\* provided that they have the necessary ability and qualifications to fill the position into which they are bumping without training other than orientation;

(\*Note: an identical paying classification is a classification that is in the same salary level on the wage grid as the Employee's classification. A lower paying classification is a classification that is in a lower salary level on the wage grid than the Employee's classification)

- c) In the event, that there are no lesser senior regular Employees that the Employee can elect to bump in accordance with (b), the regular Employee may elect to bump a term Employee in an identical or lower paying classification provided that they have the necessary ability and qualifications to fill the position into which they are bumping without training other than orientation. If the Employee so elects to bump a term Employee, they shall not be entitled to notification of layoff at the conclusion, of the term employment nor shall they be entitled to any severance payment options or to the bumping options provided for under this Article; rather, they will be placed on the recall list.
- d) accept a severance payment in accordance with Article 15.07 below. An Employee who accepts a severance payment in accordance with this option is deemed to have resigned employment, their employment is terminated without recourse to the grievance and arbitration procedure and the Employee forfeits all rights of recall and bumping. The Record of Employment of the Employee who accepts the severance payment in accordance with this provision will reflect that the Employee's employment was terminated as a result of permanent or indefinite layoff.

**15.05** An Employee who bumps into a lower paying classification will retain their current rate of pay provided that the rate of pay is within the range of the lower paying classification. In the event, that the Employee's rate of pay exceeds the "Maximum Pay Rate" of the Wage Grid, the Employee's rate of pay will be reduced to the "Maximum Pay Rate" of the classification into which the Employee has bumped.

**15.06** Employees on leave of absence or secondment whose positions are affected by any layoff under this Article are entitled to and covered by the provisions and options provided in this Article.

**15.07** Severance payments in accordance with 15.04 a) or d) shall be in accordance with the following:

- a) An Employee who, as of the date of layoff, has completed one (1) year of employment or more but less than five (5) years since last date of hire shall be paid a severance payment of one (1) week salary for each year of employment since last date of hire which will be based upon the Employee's regular weekly salary for a regular work week.\*
- b) An Employee, who as of the date of layoff, has completed five (5) years or more of employment since last date of hire shall receive a severance payment of two (2) weeks salary for each year of employment since last date of hire to a maximum of twenty-six (26) weeks salary, which payment will be based upon the Employee's regular weekly salary for a regular work week.\*

*(\*Note: If the Employee does not have a regular work week, the Employee's salary over the period of twelve (12) weeks prior to the layoff shall be averaged to determine a weekly salary for the purposes of this provision.)*

Severance payments made under this provision include severance pay entitlement under the *Employment Standards Act* and are not in addition to any entitlement to severance pay under the *Employment Standards Act*.

An Employee who is recalled during their recall period and returns to work in accordance with Article 15.09 loses any entitlement to severance payments. An Employee who is recalled during their recall period but who does not notify the Employer of their intention to return to work or does not return to work in accordance Article 15.09 d) shall forfeit any entitlement to severance payments.

**15.08** The Employer shall continue to pay the Employer's share of the insured benefit premiums for the Extended Healthcare and Dental benefits, in which an Employee subject to layoff was participating at the time of the layoff for a period of three (3) months after the date of the layoff, or until the Employee is employed elsewhere, whichever occurs sooner.

- 15.09**
- a) i) A regular full-time or regular part-time Employee on the recall list shall have the opportunity of recall to vacant regular full- time and regular part-time positions within the bargaining unit in identical paying or lower paying classifications provided the Employee has the necessary ability and qualifications to fill the position without training other than orientation. Such recall rights will apply prior to the job posting provisions.
  - ii) A regular full-time or regular part-time Employee on the recall list may also apply for job postings for vacant bargaining unit positions in higher paying classifications and their application will be treated as an application from a bargaining unit applicant.
  - b) No new Employees shall be hired until all those regular full-time and regular part-time Employees with recall rights have been recalled as set out in a) i) above or given the opportunity to apply for positions as set out in a) ii) above.
  - c) The Employer agrees to inform regular full-time and regular part- time Employees on layoff of vacancies that come open while they retain rights of recall in order that they may exercise their options under a) ii) above.
  - d) It is the sole responsibility of the Employee who has been laid off to notify the Employer of his intention to return to work within (5) five working days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within (10) ten working days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for his proper address being on record with the Employer.

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

**15.11** An Employee who is entitled to recall who does not respond to a notice of recall as outlined in Article 15.08 above shall forfeit their seniority rights and shall be deemed to be terminated.

**15.12** Laid off regular full-time and part-time Employees shall retain seniority, service and recall rights for twelve (12) months from the date of layoff.

A regular full-time or regular part-time Employee who is on the recall list may be considered for term employment positions that are anticipated to exceed twelve (12) calendar weeks plus one (1) day in duration.

## **ARTICLE 16 - HOURS OF WORK**

**16.01** Nothing in this provision or in this Collective Agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the days of work per week.

### **16.02 Flex Hours**

- a) The normal hours of work for a full-time Employee shall be forty (40) paid hours in a work week, inclusive of paid meal periods.
- b) The Employer will consider requests from Employees to choose an eight (8) hour period of work between seven (7) am and seven (7) pm. The Employees requests are to be submitted to the Employee's Supervisor and subject to approval by the Director of the Employee's department.
- c) Flexible Work Hours refers to employees flexing their hours around the core hours of SCC which are 10:00am – 3:00pm Eastern Time (ET). Regular flex hours are to be pre-approved by the Employee's Manager. It is understood that an exception may be made for a defined period of time with mutual agreement of the Employee, the Employee's Manager and the Employer's Human Resources Manager.
- d) The Employer will consider requests from Employees to choose a condensed work week, including but not necessarily limited to, a four (4) day work week comprised of ten (10) hour days of work between seven (7) am and seven (7) pm. The Employees requests are to be submitted to the Employee's Supervisor/Manager/Director and subject to approval.
- e) For Employees on a regular work week who request it, office hours in the summer months of June, July and August, for every second Friday (or the day preceding Canada Day should it fall on a Friday) shall be a half day of four (4) hours worked for Employees if they have worked from Monday – Thursday during the preceding two (2) work weeks. If the Employer requires an Employee to work that half-day to meet operational needs, the Employee will be provided with an alternate half-day off during the following two (2) weeks on a mutually agreed upon day. The Employer may divide Employees in groups "A" and "B", taking alternate Friday summer hours, to maintain adequate staffing levels during office hours.

Subject to operational needs, the Employer may consider requests from

Employees to work a half-day every Friday provided they have worked the additional hours Monday-Thursday that week.

### **16.03 Working from Home**

Work at home will be permitted subject to approval from the Employee's immediate Supervisor or Manager with at least one (1) working day of notice from the Employee making the request.

#### **Flexible Workplace Arrangements**

- a) SCC supports flexible work arrangements and building a flexible work culture demonstrating flexibility in when, where and how people work. The purpose of the flexible arrangements is to respond to changing workplace expectations of Employees of all ages, boost Employee engagement and retain high-performing Employees.

Flexible work arrangements may include but are not limited to: compressed work week, flexible hours with fluctuating start and end times, and telecommuting/telework.

- b) Flexible work arrangements shall be adjusted and amended to reflect the provisions of Article 17 with necessary modifications.
- c) Where the Employer seeks to cancel or amend a flexible work arrangement, the Employee(s) affected will be informed in writing at least one (1) month prior to the proposed cancellation or amendment.

## **ARTICLE 17 - OVERTIME AND COMPENSATORY TIME**

- 17.01** All pre-authorized hours worked in excess, of thirty-seven and one half (37.5) worked hours in a week, exclusive of paid meal periods, shall be compensated in accordance with the following:

Pre-authorized hours worked in excess, of thirty-seven and one half (37.5) hours per week up to forty (40) hours per week, exclusive of paid meal periods, shall be compensated in lieu time on the basis of one (1) hour of compensating time off for each hour so worked, or at the discretion of the Employee's Department Head, shall be compensated on the basis of straight time payment of one (1) hour's pay for each hour so worked, except as provided otherwise under the *Employment Standards Act*.

Pre-authorized hours worked in excess for forty (40) hours per week, exclusive of paid meal periods, shall be compensated in compensating lieu time at the rate of one and one half (1½) for each hour worked above forty (40) hours per week.

- 17.02** All requests for overtime must be submitted and authorized by the Employee's immediate Supervisor or Manager and then copied to Human Resources or designate in writing in advance of working the time.

In the event of a declared emergency as per Save the Children International Protocol, and authorization is unable to be obtained prior to working the overtime, the Employer will grant the overtime and it will not be unreasonably denied.

Where an Employee is required to take a business trip, the Employee and their Manager will review, in advance of the Employee's departure, the Employee's anticipated work hours during the trip, any pre-authorization of overtime hours that is to be given in advance of the Employee's departure and the process required for obtaining authorization for additional overtime hours while on the trip. All reconciliation of overtime hours will be done once the Employee has returned and will be submitted and approved by the Employee's immediate Supervisor, and a copy will be shared with Human Resources.

- 17.03** Compensating lieu time granted in accordance with Article 17.01 shall be taken at a time mutually satisfactory to the Employee and the Employees immediate Supervisor or Manager within three (3) months of earning the time. With the written permission of the Employees immediate Supervisor or Manager an Employee may carry over compensation lieu time for greater than three (3) months.

In those extenuating circumstances in which the Employer is unable to grant compensating lieu time to the Employee within the appropriate timeframes, as stated above, due to operational requirements or if the Employee is unable to use the lieu time due to compensable or non-compensable illness or injury, the Employer will grant the Employee the compensating lieu time, at a later date(s).

- 17.04** Overtime premium shall not be duplicated nor pyramided, nor shall other premiums be duplicated or pyramided. Without limiting the generality of the foregoing, there shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave.

## **ARTICLE 18 - HOLIDAYS**

### **18.01 List of Holidays**

The Employer recognizes the following as paid holidays, for Employees who qualify in accordance Article 18.03.

New Year's Day	Canada Day	Thanksgiving Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day		

Employees who have completed three (3) months or more of their probationary period will be entitled to an additional holiday, a float holiday each fiscal year to be taken on a date that is mutually satisfactory to the Employee and the Employee's Manager.

If another federal, provincial, or municipal holiday is proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one (1) of the above "fixed" holidays listed.

#### **18.02 Holidays Falling on Weekends**

The above named holidays will be celebrated on the day on which they fall except that where a holiday falls on a Saturday or Sunday, the Employer shall designate the prior Friday or the following Monday to be observed as the holiday at least three (3) months in advance.

#### **18.03 Holiday Pay Qualifications**

In order, to qualify for pay for a holiday, an Employee must:

- a) Work the Employee's full scheduled shift on each of the Employee's scheduled working days immediately preceding and following the holiday unless absent due to legitimate illness or absent with reasonable cause.
- b) Work on the holiday, if requested and agreed, unless absent due to legitimate illness or absent with reasonable cause.

#### **18.04 Calculation of Holiday Pay**

Holiday pay for part-time Employees who qualify for holiday pay shall be on a pro-rata basis calculated on the basis of the part-time Employee's regular weekly paid hours of work inclusive of paid meal periods relative to the full-time Employee's regular weekly forty (40) paid hours of work inclusive of paid meal periods.

Holiday pay for full-time Employees who qualify for holiday pay shall be calculated on the basis of the full-time Employee's regular daily hours of work.

#### **18.05 Payment for Holidays Falling on Scheduled Day Off**

When any of the above-noted holidays fall on a day that the Employee is not normally scheduled to work and the Employee qualifies in accordance with Article 18.03 above, the Employer at its option will either grant the Employee a lieu day off with holiday pay calculated in accordance with Article 18.04 above or will pay the Employee holiday pay calculated in accordance with Article 18.04 above.

#### **18.06 Payment for Holiday Falling on a Scheduled Day of Work**

Subject to Article 18.07, where a holiday falls on a day that the Employee would otherwise work, the Employee will be granted the day off. If the Employee qualifies in accordance with Article 18.03, the Employee will be paid holiday pay for the day in accordance with Article 18.04.

#### **18.07 Payment for Working on the Holiday**

Where the Employer requests an Employee to work on the holiday and the

Employee agrees to work, the Employer will pay the Employee at the rate of one times (1X) the Employee's regular rate of pay for all hours worked on the holiday, and in addition, if the Employee qualifies in accordance with Article 18.03 the Employee will receive a substitute holiday off with holiday pay calculated in accordance with Article 18.04 on a day that the Employee would have otherwise worked.

#### **18.08 Holidays During Vacation**

Where a holiday falls during an Employee's vacation and the Employee would have otherwise qualified for the holiday, the Employee's vacation will be extended by one (1) day with pay calculated in accordance with Article 18.04 above.

#### **18.09 Holidays During Absences**

Employees shall not be entitled to holiday pay or a lieu day off for holidays, which fall during pregnancy leave, parental leave, WSIB leave and unpaid leave of absence or during any paid leave which exceeds thirty (30) days.

An Employee who is on a leave of absence as a result of legitimate illness or non-compensable injury which commenced within the calendar month of the date of the holiday will be eligible for holiday pay for a maximum of one (1) holiday falling during any period of illness or injury.

### **ARTICLE 19 - VACATIONS**

#### **19.01 Vacation Entitlement (applicable to Full-Time regular Employees and Full-time term Employees only)**

For the purpose, of this Article the Fiscal Year and vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

Vacation entitlement shall be in accordance with the following:

- a) All Employees who have completed their probation period and up to one (1) year of service shall receive a prorated vacation day of one and one quarter (1¼) days for each full month of service.
- b) **Three (3) Week Entitlement**  
An Employee who has completed one (1) year of service or more but less than five (5) years of service as of December 31<sup>st</sup> shall be entitled to three (3) weeks of vacation for the following fiscal year.
- c) **Four Week Entitlement**  
An Employee who has completed five (5) years or more but less than fifteen (15) years of service as of December 31<sup>st</sup> shall be entitled to four (4) weeks of vacation for the following fiscal year.
- d) **Five Week Entitlement**  
An Employee who has completed fifteen (15) or more years of service as of December 31<sup>st</sup> shall be entitled to five (5) weeks of vacation for the following fiscal year.

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**19.02 Vacation Entitlement (Applicable to Regular Part-Time and Term Part-Time Employees Only)**

Article 19.01 shall apply to part-time Employees, except that vacation time entitlement, vacation pay entitlement and vacation accumulation shall be pro-rated for regular part-time Employees and term part-time Employees on the basis of the part-time Employee's regular weekly paid hours of work inclusive of paid meal periods relative to the full-time Employee's regular weekly forty (40) paid hours of work inclusive of paid meal periods.

**19.03** Where a casual Employee's employment does not exceed four (4) months, they will receive four percent (4%) of their gross salary in vacation pay, as per the *Employment Standards Act*, on their final pay.

**19.04** Vacation shall not accumulate from year to year, except that the Employer in its sole discretion may approve the carry-over of a maximum of five (5) vacation days (a maximum of one (1) weeks' vacation).

It is understood that additional carry-over shall be approved where operational needs require denial of vacation requests where vacation was requested to be scheduled by the Employee in the Employer's system by March 31<sup>st</sup> of each year.

**19.05** The scheduling of vacation is subject to the operational and staffing needs of the Employer and an Employee's vacation request will not be unreasonably denied. Employees must provide as much advance notice of their request for vacation as possible. Where the Employer does not receive a request for vacation, the Employer will schedule the Employee's vacation entitlement to be taken prior to the completion of the fiscal year.

**19.06 Vacations - Illness**

- a) Where a vacationing Employee becomes seriously ill requiring them to be an inpatient in a hospital or where the vacationing Employee becomes otherwise seriously ill, the period of such serious illness shall be considered sick leave provided that the Employee provides satisfactory medical documentation of the hospitalization or of the need for ongoing medical care.

The portion of the Employee's vacation, which is deemed to be sick leave under the above provisions, will not be counted against the Employee's vacation credits.

For the purposes of this provision "seriously ill" shall be defined as an illness for which the Employee is required to receive ongoing medical care from a medical physician and which results in the Employee being confined to their residence for bed rest.

- b) When an Employee who is on vacation leave suffers a bereavement, which would otherwise qualify for paid leave under this provision, the Employee shall be paid for the bereavement leave and the Employee's vacation will be extended accordingly or rescheduled at a mutually agreeable time.

## **19.07 Vacation – Interruption**

Both parties recognize the importance of Employees taking uninterrupted vacation.

An Employee's vacation will not therefore be interrupted except in extenuating circumstances (i.e. humanitarian crisis). Where, in extenuating circumstances, an Employee is required to work during all or part of the Employee's vacation period, the portion missed will be rescheduled as soon as possible thereafter.

An Employee who is required to work during their vacation will be reimbursed for the reasonable costs incurred by the Employee as the result of the interruption of the Employee's vacation, upon receipt of satisfactory documentation of the costs. At the point of calling the Employee to work, the Employer will have a discussion with the Employee about reasonable costs to be incurred and reimbursed.

## **19.08 Proration of Vacation Pay on Termination**

An Employee terminating their employment at any time in their vacation year, including an Employee who is laid off under Article 15 before they have taken all of their vacation entitlement shall be entitled to a payout of their earned vacation pay.

## **ARTICLE 20 - SICK LEAVE**

**20.01** Sick leave income protection is payable on the basis set out below when a regular full-time or regular part-time Employee is absent from work due to legitimate personal illness or injury which is not otherwise compensable. It is understood that payment of sick leave income protection is for the sole and only purpose of protecting Employees against the loss of income during time of such illness.

Accordingly, the sick leave income protection plan is set out below:

- a) Subject to the following, a regular full-time and term full-time Employee will be credited with ten (10) sick leave days with regular pay in each fiscal year for the purpose, of compensating for legitimate personal illness care for an ill dependant or attend medical appointments that cannot be scheduled outside of working hours. There shall be no carryover of sick leave days into the next or subsequent years.

Subject to the following, a regular part-time Employee and a term part-time Employee will be entitled to a pro-rata share of the ten (10) sick leave days with time off and pay pro-rated on the basis, of the part-time Employee's regular weekly paid hours of work inclusive of paid meal periods relative to a full-time Employee's regular paid weekly hours of work of forty (40) hours inclusive of paid meal periods.

The regular full-time and term full-time Employee's sick leave credits will be pro-rated in the Employee's first fiscal year of employment proportionate to their number of months of employment prior to the end of the fiscal year in which they are employed relative to the twelve (12) month fiscal year. The regular part-time and term part-time Employee's pro-rated sick leave credits will be further pro-rated in their first fiscal year of employment proportionate to their number of months of employment prior to the end of the fiscal year in which they are employed relative to the twelve (12) month fiscal year. An Employee must complete three (3) months of employment to be eligible for these sick leave days. Upon completion of three (3) months of employment, the Employee will be entitled to the Employee's full pro-rated sick leave entitlement as calculated above in this paragraph, from their first month of employment.

- b) The Employer will pay one-hundred (100%) percent of the billed premiums for coverage of regular full-time Employees under a short-term disability plan providing for the following coverage for personal illness of the Employee:

**Calendar Weeks one (1) and two (2) of personal illness:**

For the first two (2) calendar weeks of illness, the Employee will utilize any of their remaining sick leave days provided for in a) above. In the event that the Employee has exhausted or does exhaust the use of the sick leave days provided for in a) above prior to the completion of the second calendar week of personal illness, the Employee will be paid under the short-term disability plan on the basis of sixty percent (60%) of straight time scheduled earnings lost.

**Calendar Weeks three (3) and four (4) of personal illness:**

For calendar weeks three (3) and four (4) of personal illness, the Employee will be paid under the short-term disability plan on, the basis of sixty percent (60%) of straight time scheduled earnings lost.

**Calendar Weeks five (5) to seventeen (17) inclusive of personal illness:**

For calendar weeks five (5) through seventeen (17) of personal illness, the Employee will be paid under the short-term disability plan on, the basis of sixty percent (60%) of straight time scheduled earnings lost up to and not to exceed the Employee's current employment insurance maximum weekly benefit.

Regular part-time Employees who are regularly scheduled to work for at least twenty-one (21) paid hours per week, exclusive of paid meal periods, (i.e. a regular schedule of at least three(3) full eight (8) hour paid shifts per week) may participate in the short term disability plan, and where the Employer insures the plan, on a pro-rata basis such that the

part-time Employee will pay a pro-rated share of the billed premium cost of the sick leave disability plan, pro-rated on the basis of the part-time Employee's regular paid weekly hours of work inclusive of paid meal periods relative to the full-time Employee's regular paid weekly hours of work of forty (40) hours inclusive of paid meal periods.

Coverage under the short-term disability plan commences after three (3) months of employment, and if insured, is subject to the terms and conditions of the insurance plans.

Term Employees hired for a period greater than twelve (12) months will be covered under the provisions of the Short- Term Disability Plan subject to any applicable waiting periods.

- c) All regular full-time and regular part-time Employees who have completed three (3) months of employment must participate in and be covered under the Long-Term Disability Plan, with the Employee paying one-hundred (100%) percent of the cost of the billed premium of the Plan. The terms and conditions of coverage under the Long-Term Disability Plan, including any enrolment criteria or eligibility criteria are governed by the Plan and its carrier. Term Employees will not be covered under the provisions of the Long-Term Disability Plan.
- d) The Employer may require a medical certification or verification of any personal illness. Such medical certification will outline the date(s) of the illness, the nature of the illness or injury and, if applicable, the expected date of return. The Employer may require ongoing medical certification or verification for continuing illnesses.

## **ARTICLE 21 - PERSONAL LEAVES OF ABSENCE, EDUCATIONAL LEAVES, AND PROFESSIONAL LEAVES**

### **21.01 Paid Personal Leave Days**

A regular full-time Employee or term full-time Employee who has successfully completed the probationary period will be eligible for a total of five (5) personal leave days, with pay, each fiscal year (January 1<sup>st</sup> - December 31<sup>st</sup>).

The time off and pay for paid personal leave days for regular part-time and term part-time Employees will be pro-rated on the basis of the part-time Employee's number of regular paid weekly hours inclusive of paid meal periods relative to the regular full-time Employee's forty (40) hour paid work week inclusive of paid meal periods.

These paid personal leave of absence days may not be carried over from fiscal year to fiscal year.

The regular full-time and term full-time Employee's paid personal leave days will be pro-rated in the Employee's first fiscal year of employment proportionate to their number of months of employment prior to the end of the fiscal year in

which they are employed relative to the twelve (12) month fiscal year. The regular part-time and term part-time Employees pro-rated paid personal leave days will be further pro-rated in their first fiscal year of employment proportionate to their number of months of employment prior to the end of the fiscal year in which they are employed relative to the twelve (12) month fiscal year.

The Employee will provide as much advance written notice as possible to their Department Head respecting the date(s) for which the Employee requires the leave.

## **21.02 Bereavement Leave**

- a) Upon the death of an Employee's parent, step-parent, co-parent, child or stepchild or spouse, including common-law spouse and same sex partner, an Employee shall be granted leave up to a maximum of five (5) consecutive days off without loss of regular pay for scheduled hours during those days in conjunction with the date of death or funeral.
- b) Upon the death of an Employee's immediate family member as defined in (c) below, an Employee shall be granted leave up to a maximum of three (3) consecutive days off without loss of regular pay for scheduled hours during those days in conjunction with the date of death or funeral.
- c) "Immediate Family" shall be defined as the Employee's grandchild, legal guardian, mother-in-law, father-in-law, grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law.
- d) Where it is necessary because of distance, an Employee may be granted an additional two (2) consecutive days for travel in conjunction with the leave granted in a) or b) above, without loss of pay for any scheduled hours of work in that two (2) day time frame.
- e) Except as provided for herein, an Employee who is on a leave of absence will not be entitled to bereavement payment under this provision. Except as provided for herein, an Employee will not be eligible to receive payment under the terms of this bereavement provision for any period in which they are receiving payments for holiday pay or sick pay.
- f) The Chief Executive Officer, in their discretion, may grant an Employee unpaid personal leave in addition to the bereavement leave under this provision.
- g) An Employee may split the leave days indicated above into two (2) durations in order to attend required bereavement-related events. The days must be used within three (3) months of the death of the deceased individual the Employee is taking the leave for.

## **21.03 Union Leave of Absence**

The Chief Executive Officer will grant unpaid leaves of absences to Employees

to attend to Union business except as is otherwise provided for in the Collective Agreement or to attend Union conventions, seminars, annual meetings or sessions provided that the leaves do not unduly disrupt the affected Employees' work or the Employer's operation. Such leave will not be unreasonably denied. Union leaves are subject to the following conditions:

- a) The aggregate cumulative total leaves for the bargaining unit shall be twenty (20) days in a calendar year; and
- b) The Union provides at least three (3) weeks written advance notice of the requested leave. Where such notice is impossible, the Union will provide as much advance notice as possible; and
- c) No more than two (2) Employees may be absent on Union leave at the same time except for the purposes of preparing for negotiations of a renewal Collective Agreement.

In addition to the unpaid union leave provided for in a) above, the Chief Executive Officer will grant the Union committee members an aggregate total time of one and one half (1.5) hours per month to formulate and circulate Union updates and to attend to such other Union business. The one and one half (1.5) hours may be banked and accumulated, however the banked time cannot be carried over from year to year and must be taken at a time that does not unduly disrupt the affected Employees' work or the Employer's operation.

- d) All Employees who form the Committee in respect of the negotiation of a renewal Collective Agreement shall be permitted to paid Union time of up to three (3) days in order to prepare for negotiations with the Employer of a renewal Collective Agreement. It is understood these days shall not count against the aggregate leave as outlined in a) and will be reimbursed by the Union to the Employer.
- e) Any Employee who is selected for a full-time position with the Union shall be provided a leave of absence by the Employer with pay (to be reimbursed by the Union), there shall be accumulation of seniority during such absence to a maximum of twelve (12) months. Such leave of absence shall be subject to annual renewal upon application to the Chief Executive Officer and such renewal will not be unreasonably withheld.

#### **21.04 Jury Duty**

If a regular full-time or regular part-time Employee is required to serve as a juror in a court of law or is required by subpoena to attend jury selection or as a witness in a court of law and not as a litigant or as a party to the court proceedings, the Employer shall grant the Employee a leave of absence and pay the Employee their regular pay for scheduled hours of work lost due to attendance as a potential juror or witness for a maximum period of three (3) months, provided that the Employee:

- a) notifies the Employer immediately upon the Employee's notification that they will be required to attend at court for jury duty or as a subpoenaed witness;

- b) presents proof of service requiring the Employee's attendance and proof of dates and times of attendance;
- c) deposits with the Employer the full amount of compensation received during the first three (3) months, excluding mileage, traveling allowance and meal allowance, and an official receipt thereof;

It is understood that an Employee who is on a leave of absence is not eligible for payment for jury or witness duty under this Article.  
A term Employee who is hired for a term that exceeds one (1) year will be entitled to pay for jury duty in accordance with the provisions of this Article.

## **21.05 Personal Leaves of Absence**

The Employer, in its discretion, may grant a request for leave of absence for extenuating personal reasons provided that they receive at least one (1) month's clear notice in writing, unless impossible. Such leave shall not be unreasonably denied. Such leave, if granted, shall be without pay and without benefits, except to the extent specified under Article 13.02.

Employees when applying for such leave shall indicate in writing the proposed date of departure and return, the reason for the leave, and any other relevant considerations.

Term Employees will not normally qualify for personal leaves of absence that exceed, either separately or in aggregate over the calendar year, two (2) weeks.

## **21.06 Educational Leaves of Absence: Longer Term Leaves**

The Employer, in its discretion, may grant eligible Employees leaves of absences without pay and without benefits, except to the extent specified under Article 13.02, for up to one (1) year duration, for the purpose of obtaining further education that will be of direct benefit to the Employee in the performance of their responsibilities with Save the Children Canada. Such leaves shall not be unreasonably denied.

Eligibility for such leaves is restricted to regular full-time and regular part-time Employees who have at least three (3) years of service.

An Employee must provide as much advance written notice of their request for leave as possible. When applying for such leave, the Employee must indicate in writing the proposed date of departure and return as well as outlining how the course will be of professional benefit to the Employee in the performance of their responsibilities with Save the Children Canada.

## **21.07 Educational Leaves of Absence: Short Term, Conferences, Seminars**

- a) Where the Employer requires an Employee to attend a professional or educational conference, seminar, workshop or other similar meeting, the Employer will pay for the costs of the Employee's attendance, including any course costs, cost of materials, and reasonable expenses. The

Employer will also compensate the Employee at their straight time rate of pay for all scheduled work days lost due to attendance at the course, or in the case of an Employee attending on their normally scheduled days off, the Employer will provide the Employee with compensating time off on the basis of one (1) work day off with pay at their straight time rate of pay for each day in attendance.

- b) The Chief Executive Officer or designate, in their sole discretion, may grant a leave of absence without pay to an eligible Employee to attend a professional or educational conference, seminar, workshop or other similar meeting where the Employee demonstrates that such attendance would be of direct professional benefit to the Employee in the performance of their responsibilities with the Employer.

Eligibility for such leaves is restricted to Employees who have at least six (6) months service.

Such leaves will normally be for less than one (1) week duration. The Employee must apply in writing as far in advance of the requested leave as possible and must indicate how the course will be of professional benefit to the Employee in the performance of their responsibilities with Save the Children Canada.

#### **21.08 Accommodation of Work Schedules for Educational Courses**

Where operational needs permit, the Employer will endeavour to reasonably accommodate an Employee's work schedule to allow for the Employee's attendance at educational courses or seminars.

#### **21.09 Secondments**

The Employer, at its discretion, may grant Employee requests for secondments. Employees may refuse secondment requests from the Employer.

An Employee must provide as much advance written notice of their request for secondment leave as possible. When applying for such leave, the Employee must indicate in writing the proposed date of departure and return as well as outlining how the secondment will professionally benefit the Employee in the performance of work with Save the Children Canada.

When a permanent bargaining unit Employee is voluntarily seconded the following applies:

- a) The seconded Employee shall be returned to their regular permanent bargaining unit position at the completion of the secondment and any other Employee that was assigned to the seconded Employee's position as a result of the secondment shall also return to their regular position,
- b) It is understood that seconded Employees who move to positions outside of the bargaining unit will not accumulate seniority while so seconded unless the secondment is to a position in the Save the Children Family (i.e. a member organization or a country office), in which case the seconded Employee will continue to accumulate seniority to a maximum

of and additionally twelve (12) months. Seniority previously accumulated while in the bargaining unit will be reinstated for those Employees returning to the bargaining unit from the secondment, and the terms and conditions of a seconded Employee's employment will not be covered by the Collective Agreement during the period of secondment.

#### **21.10 Travel Leave**

An Employee will be granted a one (1) paid day off as travel leave for each one (1) day that an Employee spends on a weekend in travel time to and from a destination outside of their base office location for business purposes. Travel days will be preapproved prior to the leave by the Employee's Manager.

Travel leave is for the purposes of rest and must be taken immediately following the Employee's arrival to the destination. Accordingly, will not be paid out.

Travel days will be rescheduled when extenuating circumstances arise that do not allow for the scheduled travel day to be taken.

#### **21.11 Mandatory Educational Courses**

Where the Employer requires an Employee to take an educational course to upgrade or acquire new employment qualifications for their current position, the Employer shall pay for the costs of the Employee's attendance including any course tuition costs, cost of materials and reasonable expenses. The Employer will also compensate the Employee at their straight time rate of pay for all scheduled work days lost due to attendance at the course, or in the case of an Employee attending on their normally scheduled days off, the Employer will provide the Employee with compensating time off on the basis of one (1) work day off with pay at their straight time rate of pay for each day in attendance.

#### **21.12 Professional Development**

- a) The Employer will support access to educational opportunities that are designed to enhance Employee performance and which meet both the needs of the Employee and the requirements of the Employer.
- b) Financial assistance may be granted, at the Employer's discretion for such educational opportunities dependent on how the opportunity is related to work responsibilities.
- c) The Employer will advise the Employees of professional development opportunities for Employee development on an ongoing basis, and shall provide Employees with relevant and pertinent education related to the Employee's role and contribute to personal and organizational growth, learning and development, i.e. notice of seminars, courses, workshops, etc., in sufficient time for consultation with the Supervisor.
- d) Employees shall be provided with a minimum of two (2) paid working hours per quarter (1/4), to a total of twenty (20) paid working hours per year, to participate in professional development. Quarterly hours may be combined if the selected course/program so warrants. The professional

development must be directed or approved by management.

## **ARTICLE 22 – PREGNANCY AND PARENTAL LEAVE**

### **22.01 Preamble**

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act* of Ontario as amended from time to time.

### **22.02 Pregnancy Leave**

- a)
  - i) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.
  - ii) The Employee shall give the Employer at least two (2) weeks' notice in writing, of the day upon which they intend to commence her leave of absence, unless impossible, giving the estimated day upon which delivery will occur, in the opinion of a legally qualified medical practitioner.
  - iii) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
  - iv) The Employee shall give at least two (2) weeks' notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume her work.
- b) An Employee who does not apply for leave of absence under Article 22.02 a) i) above and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 22.02 a) i) above upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of her delivery.

During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life and other benefits included and prescribed by the *Employment Standards Act* unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee contributions.

- c) It is understood that an Employee who makes an election to continue her contribution towards benefits under this provision, shall provide the

Employer with payment for the amount required on or before the first (1<sup>st</sup>) day of each month.

Where an Employee makes such election to continue her contribution towards the benefits, but then does not remit her payment to the Employer as required above, the benefit coverage will be discontinued and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- d) Reinstatement upon the conclusion of pregnancy or parental leave shall be governed by the provisions of the *Employment Standards Act*.
- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began.
- f) Once pregnancy leave commences, sick leave credits cannot be used for illness during the leave. The Employee's entitlement to use sick leave credits resumes upon the completion of the pregnancy leave if the Employee does not take parental leave or upon the completion of the parental leave, if the Employee does take parental leave.
- g) Pregnancy illness prior to leave can be charged to normal sick leave credits.
- h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- i) Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under this Agreement. The Employee shall give the Employer at least two (2) weeks' notice, in writing that they intend to take parental leave.
- j) Top-up - As per Article 22.04 Sub Plans - Pregnancy /Parental.

## **22.02 Parental Leave**

- a) An Employee who becomes a parent within the meaning of the *Employment Standards Act* of Ontario, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- b) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- c) For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.
- d) Parental leave shall be granted for up to sixty-one (61) weeks in duration

if the Employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

- e) The Employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
- f) Parental Top-up - As per Article 22.04 Sub Plans - Pregnancy/Parental
- g) For the purposes of parental leave, the provisions under 22.02 b), c), d), e), f), h), and i) shall also apply.

**22.03 Sub Plans - Pregnancy/Parental  
SUB Plan: (Not applicable to Term Employees or to Casual Employees)**

A regular Employee who is on pregnancy or parental leave as provided under this Agreement and who has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to the Employment Insurance Act, 1997, as amended shall be paid a supplemental employment benefit.

That benefit will be equivalent to:

- i) ninety-five percent (95%) of the Employee's regular pay for the one (1) week Employment Insurance waiting period,
- ii) The Employer will pay the difference between ninety-five percent (95%) of the Employee's regular weekly earnings and the sum of their weekly EI benefit and any other earnings for one (1) week following the one week of the waiting period, and
- iii) the difference between seventy-seven and one-half percent (77.5%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings for a total maximum period of twenty-six (26) weeks.

Such benefit shall commence following receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that the Employee is in receipt of Employment Insurance pregnancy benefits.

The Employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that the payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

**ARTICLE 23 - ACTING PAY**

**23.01 Acting Assignment to Higher Paying Salary Level Group**

Where the Employer temporarily assigns an Employee for a period of three (3) consecutive weeks or greater to perform the duties and responsibilities of an absent Employee whose position is in a higher paying salary, the Employer will pay the acting Employee acting pay in the amount of five percent (5%) of the Employee's current salary, provided that the following conditions are satisfied:

- a) the Employee is assigned all or substantially all of the principal duties and responsibilities of the position of the absent Employee; and
- b) the Employee serves in the aforementioned acting capacity for a period of three (3) consecutive weeks or greater.

Where these conditions are satisfied, the Employer will pay the Employee the acting pay retroactive to the first (1<sup>st</sup>) day of the acting assignment.

### **23.02 Acting Assignment to Lower Paying Salary Level Group**

Where the Employer temporarily assigns an Employee to perform the duties and responsibilities of an absent Employee whose position is in a lower paying salary level group, the acting Employee will not suffer any reduction in pay during the temporary assignment.

## **ARTICLE 24 - JOB CLASSIFICATION AND RE-CLASSIFICATION**

### **24.01 a) New Classification**

When a new classification in the bargaining unit is established by the Employer, the Employer shall propose the salary level grouping into which the new classification falls and shall advise the Union of the same. If the Union disagrees with the salary level grouping proposed by the Employer, the Union may request a meeting with the Employer to endeavour to resolve the salary level grouping into which the classification falls. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification. If the Union and the Employer are unable to agree to the appropriate salary level grouping, the matter may be referred to arbitration as provided in this Agreement within seven (7) working days following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the salary level groupings of other classifications in the bargaining unit having regard to the duties and responsibilities involved. It is understood that nothing precludes the Employer from filling the new classification at its proposed salary level; however, any change in the Employer's proposed salary level that is mutually agreed by the parties or is awarded by a Board of Arbitration shall be retroactive to the date the new classification was filled.

### **b) Existing Classification, Substantial Change**

When the Employer makes a substantial change during the term of the Agreement in the job content of an existing classification, which in reality causes such classification to become a new classification, the Employer agrees to notify the Union no later than fifteen (15) working days prior to such change. The Union may request a meeting to discuss the proposed salary level. If the matter is not resolved following the meeting with the Union, the matter may be referred to the arbitration as provided in this Agreement within seven (7) working days following the meeting.

The decision of the Board of Arbitration shall be based on the relationship established by comparison with the salary level groupings of other classifications in the bargaining unit having regard to the duties and responsibilities involved.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the matter with the Employer.

- 24.02 The Employer shall provide the Union with the job descriptions for the positions within the bargaining unit on an annual basis. The Employer will also provide the Union with a copy of any amended or newly developed job description for a bargaining unit position, upon such amendment or development.

## **ARTICLE 25 - EMPLOYEE BENEFIT PLANS**

- 25.01 The Employer agrees during the term of the Collective Agreement to contribute towards the premium coverage for eligible regular full-time and eligible regular part-time Employees who have completed three (3) months of employment under the insurance plans provided for in this Article, subject to the terms and conditions including any enrolment requirements of the insurance plans. The details of the Plans, terms and conditions are governed by the Plan.

The eligibility and premium cost responsibilities of regular part-time Employees is addressed in 25.03 below.

- 25.02 a) The Employer agrees to contribute one-hundred (100%) percent of the billed premium towards coverage of eligible regular full-time Employees in the active employ of the Employer under a Healthcare Plan. The Employee will pay the dispensing fee per prescription and the Plan will provide for a Drug Card. It is understood that covered expenses under the Drug Plan will not exceed the price of the lowest cost generic equivalent product unless the prescription contains a written direction from the physician that the prescribed drug is not to be substituted with another product. Furthermore, if there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

The Healthcare Plan will include Vision Care coverage in the amount of three-hundred dollars (\$300) every two-four (24) months per insured person and eye exam coverage in the amount of one-hundred and thirty-five dollars (\$135.00) every twenty-four (24) months per insured person.

- b) The Employer agrees to contribute one-hundred (100%) percent of the billed premium towards coverage of eligible regular full-time Employees in the active employ of the Employer under a group life insurance plan to provide term life insurance coverage in the amount of two times (2x) the Employee's annual salary, to a maximum coverage of three-hundred thousand dollars (\$300,000.00), with ten-thousand dollars (\$10,000) spousal coverage and five-thousand dollar (\$5,000) coverage for each dependent child.

- c) The Employer agrees to contribute one-hundred (100%) percent of the billed premium towards coverage of eligible regular full-time Employees in the active employ of the Employer under an Accidental Death and Dismemberment Plan to provide coverage in the amount of two times (2x) the Employee's annual salary, to a maximum coverage of three-hundred thousand dollars (\$300,000.00).
- d) The Employer agrees to contribute one-hundred (100%) percent of the billed premiums towards coverage of eligible full-time Employees in the active employ of the Employer under a Dental Plan equivalent based on the current Ontario Dental Association fee schedule. The Dental Plan is subject to eighty (80%) percent, co-insurance scheme, a one-thousand five-hundred dollars (\$1,500/annum/insured) person maximum and a twenty-five-dollar (\$25.00) (single) and fifty-dollar (\$50.00) (family) deductible per calendar year.

25.03 Regular part-time Employees who are regularly scheduled to work for at least twenty-four (24) paid hours per week inclusive of paid meal periods, (i.e., a regular schedule of at least three full eight (8) hour paid shifts per week) may participate in the benefit plans through payment of a portion of the billed premium cost of the benefits on a pro-rata basis, subject to satisfying any enrolment conditions of the Plans.

The Employer's and Employee's share of the cost of the benefit plan premiums will be pro-rated on the basis of the part-time Employee's regular paid weekly hours inclusive of paid meal periods relative to the full-time Employee's regular paid forty (40) hour week inclusive of paid meal periods.

25.04 Term Employees hired for a period of greater than six (6) months are eligible to participate in the insured Extended Medical and Dental plans subject to any applicable waiting period.

Term Employees hired for a period of greater than twelve (12) months are eligible for coverage under the group life insurance plan under Article 25.02 (b) and for Accidental Death and Dismemberment under 25.02(c) subject to any applicable waiting periods.

25.05 Late enrolment or re-enrolment in any of the insurance plans is subject to carrier approval and subject to any terms and conditions established by the carrier, including any limitations on the amount of initial coverage.

25.06 It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay its portion of the premium costs, as stipulated herein. Individual claims decisions made by the insurer shall not be subject to grievance.

25.07 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter prior to implementing a change in carrier.

## **25.08 Employment Insurance Premium Reduction**

The Employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

## **ARTICLE 26 - PENSION PLAN**

26.01 The Employer agrees to match the contributions of those eligible full-time and regular part-time Employees who have enrolled in the Pension Plan on the terms set out below. The Pension Plan governs the details, terms and conditions of the Plan, including eligibility criteria.

- a) A regular full-time Employee who has completed three (3) months of continuous service is eligible to join the Pension Plan.
- b) A regular part-time Employee who has completed twelve (12) months of continuous service is eligible to join the Pension Plan provided the Employee meets either the required Year's Maximum Pensionable Earnings level or the hours worked requirement provided for under the Pension Plan.
- c) An Employee who so elects to join the Pension Plan will contribute through payroll deduction in each pay period, four percent (4%) of earnings for all regular hours worked and the Employer will match the Employee's contribution.

Term Employees hired for a period of greater than twelve (12) months are eligible to participate in the Pension Plan subject to any applicable waiting periods.

26.02 The Employer will provide prior notice to the Union if it changes Pension Plan administrators.

## **ARTICLE 27 - HEALTH AND SAFETY**

### **27.01 Occupational Health and Safety Committee**

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.
- b) A joint Health and Safety Committee shall be constituted with representation of at least half (1/2) by Employees from the various bargaining units and of Employees who are not represented by unions and who do not exercise Managerial functions. Two (2) members of this bargaining unit shall be designated by the Union to sit on the Committee.
- c) The Committee shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere.

- d) The Committee shall normally meet quarterly.
- e) The Committee shall operate in accordance with the *Occupational Health and Safety Act*, as it may be amended from time to time. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- f) Time spent in meetings is to be considered time worked and will be paid at regular or premium rates as may be proper.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

28.01 When, as a result of technological change, new or greater skills are required than are already possessed by affected Employee(s) in their current job positions, the Employer will provide each such affected Employee with applicable training where it can reasonably be expected that the Employee will be able to acquire the new or greater required skills in a reasonable period of time. The Employee will suffer no loss of pay from regular or normal hours of work and no loss of benefits during the said training period. The Employer will assume any training tuition fee.

## **ARTICLE 29 - JOB SECURITY**

### **29.01 Contracting Out**

The Employer reserves the right to contract out work, subject to the following:

Where a decision is made to contract out work the Employer shall notify the Union in advance of such action. The Employer will meet with the Union on request and will consider Union proposals, if any, for alternatives to contracting out works.

The Employer will not contract out work that is usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any Employees other than casual Employees results from such contracting out.

## **ARTICLE 30 - GENERAL**

### **30.01 Bulletin Board**

The Employer shall provide a bulletin board, which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings or seminars. All material other than meeting notices, schools, conferences, conventions and seminars must be approved and initialed by the Chief Executive Officer prior to posting.

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**30.02 Performance Reviews**

Performance Reviews will be completed on an annual basis. The Performance Review will include the written input of the Employee and all Supervisors and Managers for whom the Employee performed significant amount of work and the Employer and will be signed by the Employee and the Employer. An Employee shall have the right to include their written comments with the Performance Review. A copy of the signed Performance Review will be provided to the Employee.

For the purpose of this Collective Agreement, performance evaluations and reviews are not considered to be discipline and do not form part of the Employee's discipline record.

**30.03 Current Addresses/Telephone Numbers**

It is the responsibility of the Employee to ensure that their home address and telephone number that are on file with the Employer are current at all times. If the Employee fails to do this, the Employer will not be responsible for any failure to notify or contact the Employee.

**30.04 Printing of the Collective Agreement**

It is mutually agreed between the Employer and the Union, that the expense of printing the Collective Agreement shall be shared by both parties equally.

**30.05 Resignation**

An Employee who resigns is required to give at least two (2) weeks' notice in writing to the Employer.

**ARTICLE 31 - STRIKES AND LOCKOUTS**

31.01 During the term of this Agreement and so long as the Agreement continues to operate, the Employer agrees that it will not lock out Employees and the Union agrees that there shall be no strikes. The terms "strike" and "lockout" shall have the meaning as attributed to them under the *Labour Relations Act of Ontario*, as it may be amended from time to time.


**ARTICLE 32 - TERM**


32.01 The Collective Agreement will renew for a three (3) year period from January 1, 2024 to December 31, 2026.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, IN THE CITY OF TORONTO**

**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Danny Glenwright


  
\_\_\_\_\_  
Hany Nowair (Mar 18, 2024 16:17 EDT)

  
\_\_\_\_\_  
Nicole Campagna

**FOR THE UNION**

  
\_\_\_\_\_  
Dianna Christie

  
\_\_\_\_\_  
Maliha Haswary (Mar 14, 2024 13:06 EDT)

  
\_\_\_\_\_  
Greg O'Toole (Mar 14, 2024 17:01 EDT)

**SCHEDULE 'A'**

**Effective January 1, 2024**

BAND	SALARY GROUPING	UNION POSITIONS	MINIMUM	MIDPOINT	MAXIMUM (Exceptional Performance Maximum)
U1	Clerical	Currently No Roles	\$47,074.15	\$47,849.05	\$51,506.25
U2	Administrative	Associate	\$47,074.15	\$53,666.95	\$56,778.85
U3	Coordinator	Coordinator	\$48,307.23	\$59,756.48	\$65,732.23
U4	Professional L1	Currently No Roles	\$52,903.33	\$68,517.15	\$74,036.78
U5	Professional L2	Officer Specialist Analyst Writer Sr. Coordinator	\$60,272.05	\$76,426.05	\$83,365.30
U6	Sr. Professional/Manager	Advisor Manager* Sr. Specialist Sr. Analyst	\$71,903.75	\$86,284.50	\$94,305.13

**Effective January 1, 2025**

BAND	SALARY GROUPING	UNION POSITIONS	MINIMUM	MIDPOINT	MAXIMUM (Exceptional Performance Maximum)
U1	Clerical	Currently No Roles	\$48,251.00	\$49,045.28	\$52,793.91
U2	Administrative	Associate	\$48,251.00	\$55,008.62	\$58,198.32
U3	Coordinator	Coordinator	\$49,514.91	\$61,250.39	\$67,375.53
U4	Professional L1	Currently No Roles	\$54,225.91	\$70,230.08	\$75,887.69
U5	Professional L2	Officer Specialist Analyst Writer Sr. Coordinator	\$61,778.85	\$78,336.70	\$85,449.43
U6	Sr. Professional/Manager	Advisor Manager* Sr. Specialist Sr. Analyst	\$73,701.34	\$88,441.61	\$96,662.75

**Effective January 1, 2026**

<b>BAND</b>	<b>SALARY GROUPING</b>	<b>UNION POSITIONS</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM (Exceptional Performance Maximum)</b>
<b>U1</b>	<b>Clerical</b>	<b>Currently No Roles</b>	\$49,457.28	\$50,271.41	\$54,113.75
<b>U2</b>	<b>Administrative</b>	<b>Associate</b>	\$49,457.28	\$56,383.84	\$59,653.28
<b>U3</b>	<b>Coordinator</b>	<b>Coordinator</b>	\$50,752.78	\$62,781.65	\$69,059.92
<b>U4</b>	<b>Professional L1</b>	<b>Currently No Roles</b>	\$55,581.56	\$71,985.83	\$77,784.89
<b>U5</b>	<b>Professional L2</b>	<b>Officer Specialist Analyst Writer Sr. Coordinator</b>	\$63,323.32	\$80,295.12	\$87,585.67
<b>U6</b>	<b>Sr. Professional/Manager</b>	<b>Advisor Manager* Sr. Specialist Sr. Analyst</b>	\$75,543.88	\$90,652.65	\$99,079.32

- 1) The salaries payable to Employees will be no less than the minimum salary indicated on the grid.

"Minimum" refers to the minimum salary for each position.

Midpoint refers to the maximum salary payable for the position subject to potential increases beyond this amount for Employees who achieve an "Exceeds Expectations" or equivalent performance rating.

"Exceptional Performance Maximum" is the maximum salary Employees may receive provided they achieve "Exceeds Expectations" or equivalent performance rating in each position. Salary increases beyond the "Maximum" are at the Employer's discretion.

The Employer has discretion to set Employee salaries for new hires between the "Minimum" and Midpoint of the band for the position provided the Employee hired is not receiving a higher rate of pay as current Employees in that position.

- 2) Casual Employees may be paid commensurate with the salary grid, provided the work being done is the same nature of work as the corresponding position in the band. Otherwise, they shall be paid between the prevailing minimum wage and the maximum of the salary band for that position at the Employer's discretion, depending on the scope of work and experience the Employee will bring to the job. The Employer agrees that a Casual Employee will not be paid higher than an Employee in the same position.
- 3) The annual wages on the above-noted wage grid are applicable to full-time Employees whose regular days of work are five (5). Part-time Employees shall be paid a pro-rata salary, based on the part-time Employee's regular weekly paid hours of work inclusive of paid meal periods relative to the full-time Employee's regular weekly forty (40) paid

hours of work inclusive of paid meal periods.

- 4) Employees earning more than the "Exceptional Performance Maximum" rate for their position will not be eligible for any salary increases.

In the event that a "red-circled Employee" situation should arise the Union and the Employer shall meet to determine the process for such Employees moving forward.

- 5) The Employer will provide all Employees with an increase in their annual salaries of at least two and a half (2.5%) percent retroactive to January 1, 2024 and two and a half (2.5%) percent on January 1, 2025 and two and a half (2.5%) percent on January 1, 2026. Employees must be active Employees as of the date the increase is paid and have passed their probationary period as of the dates the increases take effect (January 1 of each year), in order to receive this increase. For clarity, when annual increases are applied in January of a given year, the annual minimum increase will be applied to the current salary first.
- 6) The Employer may at its discretion provide Employees who meet or exceed performance requirements as determined by the annual performance rating with annual salary increases that exceed the minimum set out at paragraph 5 up to a maximum of an additional five percent (5%) above the negotiated annual increase applied to base salary. Annual Performance Ratings are not subject to the grievance or arbitration procedures. The Employer agrees that an Employee will not receive a higher percentage salary increase than that received by an Employee who receives the same Annual Performance Rating and is in the same Salary Level Grouping.
- 7) Probationary Employees: Employees actively employed as of the date the increase is paid that have not completed their probationary period, will be eligible to receive the annual increase the first pay period (effective date would be the first (1<sup>st</sup>) day of the pay period) following the successful completion and end of their probationary period.

- 8) Internal Dispute, Resolution Process

An Employee's annual performance rating and an Employee's rate of salary increase for salary grid progression are not subject to the grievance and arbitration procedure. However, the parties have agreed to the following internal appeal processes:

- a) Appeal Process for Annual Performance Rating:  
An Employee who is not satisfied with their annual performance rating may pursue their concern through the following internal appeal process within the timeframes permitted under the internal appeal process
- i. The Employee shall first raise the concern with the Employee's Manager who evaluated the Employee within ten (10) working days of being notified of the Manager's assessment of their annual performance rating;
  - ii. In the event that the Employee is not satisfied with their Manager's response, the Employee may then raise their concern with the Departmental Director within five (5) working days of being notified of the response from their Manager;
  - iii. In the event that the Employee is not satisfied with the response from the Departmental Director, the Employee may then raise their concern with

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the Human Resources Director within five (5) working days of being notified of the response from Departmental Director;

If the Department Director is the person's Manager, then the Employee may proceed directly from step i) to step iii) above.

It is understood that an Employee may be accompanied by a Union Steward if they so desire during steps i) - iii) of the internal appeal process. A representative of the Canadian Union of Public Employees may be present at Step iii) of the appeal process, if the Employee so desires.

The parties agree that the internal dispute resolution process should be undertaken in an expeditious manner; however, it is understood that the parties may agree to extend the timeframes for the internal appeal process and such agreement will not be unreasonably withheld.

It is further understood that the Employer will provide the Union with the annual performance ratings of all bargaining unit Employees, if so requested.

b) **Appeal Process of an Employee's Rate of Salary Increase or Salary Grid Progression:**

An Employee who is not satisfied with their salary increase (rate of salary grid progression), as assessed with reference, to items 1, 2 and 3 above, may pursue their concern through the following internal appeal process within the timeframes permitted under the internal appeal process.

- i. The Employee shall first raise the concern with their Manager within ten (10) working days of being notified of their assessed rate of salary grid progression;
- ii. In the event that the Employee is not satisfied with their Manager's response, the Employee may then raise their concern with the Departmental Director within five (5) working days of being notified of the response from their Manager;
- iii. In the event that the Employee is not satisfied with the response from their Departmental Director, the Employee may then raise their concern with their Human Resources Director or Executive Director, Finance within five (5) working days of being notified of the response from their Departmental Director;

If the Department Director is the person's Manager, then the Employee may proceed directly from step i) to step iii) above.

It is understood that an Employee may be accompanied by a Union Steward if they so desire during steps i) - iii) of the internal appeal process. A representative, of the Canadian, Union of Public Employees may be present at Step iii) of the appeal process, if the Employee so desires.

The parties agree that the internal dispute resolution process should be undertaken in an expeditious manner; however, it is understood that the parties may agree to extend the timeframes for the internal appeal process and such agreement will not be unreasonably withheld.

It is further understood that the Employer will provide the Union with the individual salary increases of each bargaining unit Employees, if so requested.

## **Transition Plan:**

### **TRANSITION PLAN OF SALARY ADJUSTMENTS FOR ALL EMPLOYEES WITH HIRE DATES OF SEPTEMBER 30, 2022 OR EARLIER**

The salaries payable to Employees with at three (3) years tenure in the band will be no less than the midpoint of the band for their position.

The salary payable to Employees with at least two (2) years tenure in their current band will be no less than ninety four (94%) percent of the midpoint of the band for their position.

The salary payable to Employees with at least one (1) year in their current band will be no less than eighty nine (89%) percent of the midpoint of the band for their position.

Salary adjustments will continue for Employees with hire dates of September 30, 2022 (or earlier) until they reach the midpoint of the salary band for their position.

Employees actively employed as of the date the increase is paid that have not completed their probationary period, will be eligible to receive the annual increase the first (1<sup>st</sup>) pay period (effective date would be the first (1<sup>st</sup>) day of the pay period) following the successful completion and end of their probationary period.

Increases take effect from September 26, 2022. For Employees that meet this criteria (hire dates of September 30, 2022, or earlier), increases will be applied the first pay period of the month following the completion of the noted tenure marks (three (3) years, two (2) years or one (1) year). Effective date of increases will be the first (1<sup>st</sup>) day of the pay period. No retroactive payments to be applied.

The Employer will reinstate performance-related increases for the 2023 performance year (paid in 2024).

**LETTER OF UNDERSTANDING**

**RE: BENEFITS PLAN REVIEW**

The Employer will be reviewing its benefits plans in 2024 with the objective of providing Employees with more flexibility to choose their benefits arrangements. The Employer will meet with the Union by June 30, 2024 to discuss the planned benefits changes and will not implement any benefits plan changes for bargaining unit members without the Union’s prior approval.

SIGNED THIS DAY \_\_\_\_\_ OF \_\_\_\_\_ 2024, IN THE CITY OF \_\_\_\_\_.

THE EMPLOYER

FOR THE UNION



\_\_\_\_\_  
Danny Glenwright

\_\_\_\_\_  
Dianna Christie



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Hany Nowair (Mar 18, 2024 16:17 EDT)

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Maliha Haswary (Mar 14, 2024 13:06 EDT)

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Hany Nowair

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Maliha Haswary



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Nicole Campagna

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Greg O'Toole (Mar 14, 2024 17:01 EDT)

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Greg O'Toole

**LETTER OF UNDERSTANDING**

**RE: POTENTIAL MID-TERM SALARY INCREASES**

The Employer and Union will meet sometime in the fourth quarter of 2024 to discuss potential increases to the salary grid at Schedule A of the Collective Agreement for 2025 and 2026 beyond those negotiated for the renewal of the January 1, 2024 to December 31, 2026 Collective Agreement. If the parties are not able to agree on a new grid or grids the existing grid will apply for 2025 and the parties will meet again in the fourth quarter of 2025 to discuss the grid for 2026. If there is no agreement wages remain as agreed.


SIGNED THIS DAY \_\_\_\_\_ OF \_\_\_\_\_ 2024, IN THE CITY OF \_\_\_\_\_.


THE EMPLOYER


FOR THE UNION


  
\_\_\_\_\_  
Danny Glenwright

  
\_\_\_\_\_  
Dianna Christie

  
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Hany Nowair (Mar 18, 2024 16:17 EDT)

  
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