

Collective Agreement

Between

CUPE / *Canadian Union
of Public Employees*

Local 1281-14 of the Canadian Union of Public Employees

And

**KOSKIE
MINSKY**

Koskie Minsky LLP

Expiry Date: December 31, 2027

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Definitions:

- Employer: Koskie Minsky
- Union: The Canadian Union of Public Employees, Local 1281
- Employees: Those individuals within the bargaining unit as defined in Article 3.
- Spouse: Spouse means a person of the same or opposite sex to whom a person is married, or with whom the person is living in a conjugal relationship outside of marriage.
- Business Day: Any day of the week Monday through Friday between 9 a.m. and 6 p.m., excluding holidays or statutory days. This definition of Business Day applies only to communications between the Employer and the Union.
- In writing: For the purposes of this Agreement the term "in writing" shall refer to a hard copy letter drafted on company or Union letterhead, which may be delivered by fax or scanned and delivered by email.

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its Employees represented by the Union; to define clearly the rates of pay, conditions of work, and educational responsibilities of the firm with respect to the Employees; and to provide for a method for the settlement of any differences which may arise.
- 1.02 Each of the parties recognize that the employment relationship described in this Agreement is subject to the authority of the Law Society of Ontario and its requirements, rules and regulations with respect to its Licensing Process as established by the Law Society of Ontario from time to time. The parties agree that in the event of any conflict between the provisions of this Agreement and the said requirements, rules and regulations of the Law Society of Ontario, the said requirements, rules and regulations shall prevail and the parties shall meet to amend the Agreement as required.

ARTICLE 2 - EMPLOYER'S RIGHTS

- 2.01 The Union recognizes the right of the Employer to hire; transfer; maintain order and efficiency; assign and prioritize work; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend or discharge its Employees for just cause.

In the event a pandemic impacts the Employer's existing workplace practices as it relates to Employees and/or any terms and conditions set out in this Agreement, the Employer shall consult with the Union in good faith.

- 2.02 The Employer agrees to exercise such rights in a manner which is not inconsistent with the other provisions in this Agreement.

ARTICLE 3 - RECOGNITION AND JOB SECURITY

3.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Articling Students employed by the Employer under Articles of Clerkship and all law students hired on summer contracts in the Municipality of Metropolitan Toronto, including all employees employed by the Employer pursuant to the Law Practice Program established by the Law Society of Ontario, if any.

The collective agreement terms applicable to all law students hired on summer contracts are set out in the attached Letter of Understanding which is deemed incorporated into this collective agreement.

ARTICLE 4 - NO DISCRIMINATION/HARASSMENT

4.01 No Discrimination

The Employer agrees that no Employee shall be discriminated against because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex/pregnancy, gender, gender identity, gender expression, sexual orientation, age, record of offenses except where it relates to a bona fide qualification because of the nature of employment, marital status, family status, positive Human Immune Deficiency Virus (HIV) status or acquired Immune Deficiency Syndrome (AIDS), or disability, union membership or activity, political affiliation, receipt of public assistance or by reason of the exercise of any of the rights contained in this Agreement.

4.02 Tests

No Employee shall be required to submit to a blood test, lie-detector test or any other test for illness or drug use except as may be required from time to time for the benefit plans provided under this Agreement.

4.03 No Harassment

The Employer agrees that every Employee has a right to freedom from harassment by the Employer because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex/pregnancy, gender, gender identity, gender expression, sexual orientation, age, record of offenses except where it relates to a bona fide qualification because of the nature of employment, marital status, family status, positive Human Immune Deficiency Virus (HIV) status or Acquired Immune Deficiency Syndrome (AIDS), or disability, union membership or activity, political affiliation, receipt of public assistance, or by reason of the exercise of any rights contained in this Agreement. Harassment, for the purpose of this provision, shall mean a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Definition of Harassment

Harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

- (i) unwelcome remarks, jokes, innuendos, or taunts about a person;
- (ii) Insulting gestures or practical jokes of a nature which cause awkwardness or embarrassment;

- (iii) Offensive comments and/or actions which demean, humiliate or threaten an individual or group;
- (iv) Displaying or distributing pornographic, pin-up pictures, graffiti or other offensive pictures or written material;
- (v) Berating, belittling, or otherwise non-constructive comments on the basis of an Employee's work performance made to an Employee or in a public forum;
- (vi) Leering (suggestive staring);
- (vii) Refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- (viii) Demands for sexual favours or unwanted sexual overtures;
- (ix) Unnecessary physical contact, such as touching, patting or pinching;
- (x) Sexual assault;
- (xi) Physical assault;
- (xii) Reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement.

4.04 Personal Services

Employees shall not be requested to perform personal services or favours for the partners or other employees of the Employer, or for clients or employees of clients of the Employer.

4.05 Grievances

- (a) Notwithstanding Article 9.02, grievances that refer to this Article 4 shall be processed as set out in this paragraph. Grievances shall be submitted in writing and signed by the authorized representative of the Union, and submitted to a Responsible Person as defined in the Employer's Workplace Harassment, Sexual Harassment and Workplace Violence Policy within ten (10) business days after the grievor became aware, or reasonably ought to have been aware, of the circumstances giving rise to the grievance. The Professional Issues Committee, or those designated by the Professional Issues Committee (either to achieve gender representation or for any other reason deemed appropriate by the Professional Issues Committee), shall investigate the complaint, and the grieving party or parties and the Union shall, on a completely without prejudice basis, cooperate with the Professional Issues Committee in its investigation. The grievor has the right to Union representation throughout the investigation. The Professional Issues Committee shall conclude and provide a written report of its investigation to the grieving party and the Union within thirty (30) business days of its receipt of the grievance. If the report is not satisfactory, or is not given within the time limits, the grieving party may submit the grievance to arbitration within seven (7) business days of receipt of the Professional Issues Committee report. The time limits referred to in this paragraph may be extended by mutual agreement.
- (b) It is understood and agreed that the Student Committee's report represents solely its position. Despite their cooperation in the investigation, neither the grievor nor the Union shall be bound to support or accept any findings, alleged statements of fact, opinions expressed, conclusions reached, or remedies proposed in the report. Nothing in the report shall be considered an agreed fact without the express written consent of the grievor and the Union.

- 4.06 The Employer shall provide Articling Students with an opportunity to meet the Equity and Diversity Committee at the beginning of the articling term. The Employer shall provide students with notice of all meetings of the Equity and Diversity Committee. At least one student will be given the opportunity to participate in each meeting of the committee, subject to the firm's right to limit participation where confidential information is discussed.

ARTICLE 5 - UNION SECURITY AND LABEL

5.01 Union Membership

The Employer agrees that all Employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of the Agreement. It shall be the responsibility of the Union to convey to new Employees all information concerning benefits of the Union.

5.02 New Employees

The Employer agrees to inform all new Employees that a Union Agreement is in effect and to provide a copy of this Agreement at the Employer's expense to each Employee upon acceptance of an offer of employment.

5.03 Employee List

The Employer will provide a list of all bargaining unit members to the Union in writing no later than one month of their contract starting. This list shall include the name of Employees, their start date and contact information including phone and home address. The bargaining unit member contact list shall be submitted to the Local Union's office via electronic mail to president@cupe1281.ca within the timeline.

5.04 Acquainting Employees

By July 1st of each year the Union shall be informed of each Employee's intended start date. Within two weeks of all Employees having started their employment, the firm shall provide space for the union to conduct a one hour orientation session. It is agreed that timelines for any grievance resulting from an incident occurring before such orientation shall be extended by fourteen (14) calendar days following the orientation session. Should no orientation session take place, timelines shall be extended by thirty (30) calendar days from the date that all Employees have started their employment.

5.05 Shop Unit Steward

The Union shall appoint a Shop Unit Steward who is a member of the bargaining unit as defined in Article 3.01, to represent bargaining unit members to the Employer, in a manner that is consistent with the terms of this Agreement and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Shop Unit Steward elected or where the Shop Steward requires representation, or a members requests, a member of the CUPE 1281 Executive or designated Union representative will be appointed to act as the point of contact with the Employer.

ARTICLE 6 - UNION DUES

6.01 Check-off

The Employer shall deduct from every Employee the amount of 3.0% of gross wages or an amount established by the Union of regular union dues once each pay period. "Regular union dues" shall have the same meaning as in the *Labour Relations Act*.

6.02 Deductions

Deductions shall be made from each payroll, and forwarded once per month, not later than the fifteenth (15th) day following the end of each month, to the Secretary-Treasurer of the Union at the Union's office. This payment shall be accompanied by the dues form of the Union (provided copies are furnished to the Employer) which shall include the following information: first name, last name, salary, work address, work email, work telephone number and amount of deduction.

6.03 Dues Receipt

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member the previous year.

ARTICLE 7 - UNION REPRESENTATION

7.01 Authorization

- (a) No Employee or group of Employees shall represent the Union in any meeting or enter into any agreement altering this Agreement with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the steward(s) and authorized Union representative with whom the Employer may transact business arising from this Agreement.
- (b) Nothing in this Agreement prevents any Employee from discussing any matter the Employee wishes concerning his employment with the Employer.

7.02 Assistance of Representatives

Employees in the Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, Local 1281, in dealing with or in negotiating with the Employer. Authorized representatives of the Union, including stewards, shall have the right to contact workers at work on matters respecting this Agreement or its administration. Upon reasonable prior notice, and with the permission of the Employer, such representatives shall have access to the Employer's premises to assist in the settlement of grievances as defined in Article 9.

7.03 Bargaining Committee

- (a) All Employees shall have the right to attend negotiating sessions during working hours without loss of pay. Any time spent in negotiation sessions with the Employer shall be considered time worked.
- (b) The Union and the Employer will advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal and/or amendment of this Agreement.

- (c) In the event that either party wishes to meet to negotiate to renew this Agreement, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than twenty (20) days after the request has been given.

7.04 Notice to the Union

Where notice or reply to the Union is required in the fulfillment of any clause of this Collective Agreement, such notice shall be in writing to the sub-local Steward, with a copy to the President of the CUPE Local 1281 at: #25 Wood St, Suite 102, Toronto, Ontario, Canada M4Y 2P9, and by email to president@cupe1281.ca. Any notice which does not meet this requirement shall be deemed to be null and void.

- 7.05 Where notice or reply to the Employer is required in the fulfillment of any clause of this Agreement, such notice shall be in writing to the Managing Partner at 20 Queen Street West, Suite 900, Box 52, Toronto, Ontario M5H 3R3.

- 7.06 The Employer agrees that Employees may make reasonable use of the Employer's business equipment (including but not limited to computers, phones, fax machines, electronic mail, library resources, etc.) without charge to the Employee or the Union, to conduct business for the Union that is directly related to the administration of this Agreement. It is understood that the Union shall reimburse the Employer for any long distance telephone or fax charges incurred and that the use of this equipment shall not interfere with the Employer's business. For greater certainty, under no circumstances, shall the Employees use any business identifier of the Employer (including stationery or letterhead) in connection with any business of the Union.

- 7.07 Employees will be entitled to conduct Union business during working hours and on the Employer's premises provided such Union business does not interfere with the Employee's timely performance of bargaining unit work. Time spent on union business will be considered time worked.

- 7.08 The Employer shall make reasonable efforts to ensure that the partners familiarize themselves with the contents of this Collective Agreement.

- 7.09 A representative of the Union shall be given an opportunity to interview each new Employee within regular working hours without loss of pay for a maximum of one (1) hour within the first thirty (30) days of employment for the purpose of acquainting each new Employee with the benefits and duties of Union membership. Where possible, such interviewing will take place on a group basis at the Employer's premises.

ARTICLE 8 - EDUCATIONAL RESPONSIBILITIES

8.01 Education Plan

It is understood and agreed that the Employer and the Employees have mutual rights and obligations arising from their participation in the Articling Program supervised by the Law Society of Ontario. These obligations include entry into the appropriate Articles of Clerkship, which contain mutual responsibilities owed between the Employees as students and the Employer as principal, and entry into, and fulfillment of, an Experiential Training Plan or an Education Plan approved by the Law Society of Ontario, and Administration of the Professional Responsibility Examination, and completion of the appropriate documentation throughout and at the end of the Articles of Clerkship.

It is specifically agreed that the Articles of Clerkship, the Education Plan and the Employee's and the Employer's respective rights and responsibilities in respect of the

Law Society of Ontario are not a part of this Agreement nor a matter which can be the subject of a difference, grievance, dispute or claim under the Agreement.

8.02 Administration of the Articling Program

The Employer will designate a number of lawyers from within the firm to serve on a Student Committee and designate the Chair or Co-chairs of the Committee. The Employer shall make reasonable efforts to ensure that at least one of the lawyers appointed to the Committee shall be a partner. The Employer shall also make reasonable efforts to ensure stream assignments match students' preferences, and that a principal from the labour and/or pension group will be assigned to a student in the labour and pension articling stream and a principal from the litigation and/or class action group will be assigned to a student in the litigation and class action articling stream. The mandate of the Student Committee will be to administer the Articling Program and to assume such other duties and responsibilities as are delegated to it by the Employer or pursuant to this Agreement. It is understood that the members of the Student Committee, or the Mentors described herein, collectively and individually have no authority to represent the Employer in labour-management relations, except as specifically provided in this Agreement, and have no authority to amend, vary or make representations regarding the terms and conditions of the Agreement or of employment of the Employees pursuant to this Agreement or otherwise.

- (a) The responsibilities of the Student Committee include:
 - (i) Developing and monitoring the Education Plan;
 - (ii) Monitoring the quality and quantity of the workload of the Employees;
 - (iii) Coordinating educational programs offered to Employees, including seminars prepared and presented by lawyers and other employees within the firm;
 - (iv) Overseeing the rotation of Employees between the firm's departments;
 - (v) Holding meetings as required but in any event no less than bi-monthly amongst any or all members of the Student Committee and the Employees to review the amounts of work being assigned, the nature of the work being assigned, any imbalances in the amount or nature of work being assigned, and to discuss any other matters of mutual concern and interest;
 - (vi) Monitoring the student's Experiential Learning Plan with them and developing individual goals for the students' articling year;
 - (vii) Meeting with the student within the first 30 days of the start of Articles to review the Experiential Learning Plan with them and to set individual goals for the articling year;
 - (viii) Monitoring the quality and quantity of the workload of the Student to ensure that they are meeting the goals of their Education Plan and Experiential Learning Plan;
 - (ix) Providing work to the student, where possible, in the department of the principal that will assist the student in meeting the goals of the Experiential Learning Plan;

- (x) Holding meetings as required but in any event no less than once monthly to discuss the student's experience with his/her articles, provide feedback if possible, ensure that students are on track to meet the goals of their articling program, and identify opportunities for student to work on files of interest to the student, and attend court proceedings, labor board hearings, arbitrations, settlement discussion, judicial reviews, and to attend at motions court;
- (xi) Make reasonable efforts to ensure that students have knowledge of and opportunities to attend court proceedings, labor board hearings, arbitrations, settlement discussion, judicial reviews, and to attend at motions court, particularly where those opportunities arise in their articling streams;
- (xii) Use their best efforts to ensure that the student, by the completion of his/her articles, has had reasonable exposure to all areas of practice and attended at proceedings in the articling streams of the student at the firm;
- (xiii) Understanding that an effective principal system will require some conscientious effort by the principal, including adherence to the schedule for regular meetings and assuming responsibility for soliciting information from other lawyers about opportunities for student work in their departments;
- (xiv) At each evaluation meeting the Student Committee will identify with the student at least two substantial assignments that the student has completed within the preceding three (3) months. The Student Committee will then co-ordinate brief meetings between the student and each assigning lawyer. At the meetings the assigning lawyer will provide detailed and constructive feedback on the assignment.
- (xv) Approving the program of courses proposed by each student for attendance in Continuing Legal Education Program courses throughout the articling term. The Articling Students will individually select and propose to the Student Committee the courses they would like to attend, for approval.

(b) Evaluation Process

- (i) The purpose of this evaluation process is to allow the Employee and the Employer to monitor and respond to, in a constructive fashion, the Employee's development and experience within the Employer's Articling Program. It is understood that the evaluation process described herein does not preclude the Employee from requesting or receiving feedback with respect to their work in other forms and at other times from either their Principal, Student Committee Member, or the lawyers from whom they have performed work.
- (ii) The parties acknowledge that in order for the evaluation process to be an effective educational tool, each Employee must be given specific and constructive commentary on her/his work, and how it can be improved. Time sheets, or number of docketed hours, shall not be used for the purposes of discipline.

- (iii) The members of the Student Committee referred to in Article 8.02, shall be responsible for:
 - (A) meeting with the Employee within six (6) weeks, or as soon as reasonably possible, of the commencement of their employment for an informal review and evaluation of the Employee's performance;
 - (B) requesting that the Employee provide the Student Committee with a list of the lawyers for whom they have worked in each rotation, a summary of the work performed for each lawyer during the rotation and relevant comments with respect to such work ("the assignment list");
 - (C) distributing the assignment list amongst the relevant lawyers and soliciting their written comments with respect to the work performed by the Employee during the rotation period ("the evaluation form");
 - (D) meeting with the Employee to review matters arising from the evaluation forms collected, to canvas with the Employee any concerns regarding the work performed during the rotation period and to arrive at a plan of action to address these concerns, if any, and to ensure that the Education Plan is fulfilled ("the evaluation meeting");
 - (E) assessing the nature and subject matter of an Employee's present and past assignments to ensure that the Employee will meet the goals of the Education Plan;
 - (F) reporting to the entire Student Committee on the Employee's progress toward meeting the goals of the Education Plan and any areas of concern regarding imbalances in the amount or nature of work being assigned to the Employee.

(c) Evaluation

- (i) The Student Committee will make reasonable efforts to ensure that the evaluation forms are received from as many lawyers who are identified on the assignment form and that the evaluation meeting is held within a reasonable, no later than 15 business days, time after the submission of the assignment forms by the Employee.
- (ii) Employees may respond in writing to the evaluation and may make suggestions concerning the evaluation form.
- (iii) The parties agree that the assignment and evaluation forms will remain confidential within the firm unless required to be forwarded to the Law Society of Ontario.
- (iv) An evaluation meeting will be held with each Employee within the first three months after the hiring date of the Employee, or as soon as reasonably possible thereafter. A second evaluation meeting will be held within the first six months after the hiring date of the Employee, or as soon as reasonably possible thereafter. A final evaluation meeting will be held approximately six (6) weeks before the conclusion of Articles.

8.03 The parties agree that the opportunity of Employees to accompany lawyers to legal proceedings in order to observe the conduct of a matter is an important part of the educational process. The Employer will make reasonable efforts to offer each Employee

an opportunity to accompany lawyers to the legal proceedings described in the Education Plan.

8.04 Work Balance

- (a) The Employer shall make reasonable efforts to ensure that each Employee experiences the full breadth of the firm's practice in the area of his or her articling rotation in the course of each month of the Employee's articling term.
- (b) The Employer recognizes its obligation to ensure that Employees are assigned the type of work that furthers the Law Society's "Articling Goals and Objectives" and that provides meaningful training for the practice of law.
- (c) In particular, and without limiting the foregoing, the Employer recognizes its obligation to ensure that each Employee has the opportunity to spend a significant amount of time performing tasks related to the enhancement of professional skills (such as interviewing, problem analysis, planning and conduct of a matter, negotiation, legal drafting, attending court or tribunals, and advocacy), and to further ensure that an Employee shall not be assigned an unreasonable amount of work performing routine tasks and tasks related to the review of files and documents.
- (d) Any requirements made of an Employee shall be limited to matters stated in, or reasonably related to, the Employee's Education Plan as submitted by the Employer to the Law Society of Ontario.

8.05 Employees are entitled to complete the requirements of the Professional Responsibility and Practice Course during working hours and on the Employer's premises provided it does not interfere with the Employees' timely performance of bargaining unit work. Time spent on the Course will be considered time worked.

8.06 Provision of Administrative Support

The Employer will provide Articling Students with access to administrative support as may be required from time to time to complete administrative tasks by making the administrative support of the lawyer assigning work also available to the articling student as well.

ARTICLE 9 - GRIEVANCES

9.01 Definition

A grievance is defined as any difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including the question as to whether a matter is arbitrable. The Employer recognizes that Employees have the right to the assistance of representatives of the Union in preparing and presenting grievances throughout the grievance procedure.

9.02 Grievance Procedure

Grievances shall be dealt with in the following manner:

Grievances must be submitted, in writing, signed by the authorized representative of the Union or Employer and submitted to an authorized representative of the responding party within ten (10) business days after the grievor became aware, or reasonably ought to have been aware, of the circumstances giving rise to the grievance. It is understood that the authorized representative for the Employer shall be a member of the Student

Committee. At the request of either party a meeting between authorized representatives of the parties shall be held to discuss the grievance but this request shall not extend the time limits for the response without the express consent of the other party. The responding party shall give its decision in writing to the grieving party within seven (7) business days. If the decision is not satisfactory, or the decision is not given within the time limits, the grievance may be submitted to Mediation/Arbitration within seven (7) business days of receipt of the decision.

(a) The time limits may be extended by mutual agreement.

9.03 Group Grievance

A group grievance shall be defined as a consolidation of similar individual grievances seeking common redress.

9.04 Policy Grievance

A policy grievance shall be defined as involving a question of general application or interpretation of this Agreement. Policy grievances shall not be permitted for what would otherwise be individual or group grievances.

9.05 Time Off for Union Duties

The Employee will be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage of the grievance procedure if so requested by either party.

ARTICLE 10 - MEDIATION/ARBITRATION

10.01 Selection of Arbitrator/Mediator

The parties agree to have all grievances heard by a mutually agreeable single Mediator/Arbitrator under Section 50 of the *Labour Relations Act* who is available to hear the matter within ninety (90) days of referral to arbitration. In the event that the parties cannot agree on a single Mediator/Arbitrator who is available to hear the matter within ninety (90) days from the rejection of the last party's proposals, then the party referring the grievance may request the Minister of Labour to appoint a Mediator/Arbitrator to which the other party will consent.

10.02 The parties shall jointly and equally bear the fees and expenses of the Mediator/Arbitrator.

10.03 Authority of Mediator/Arbitrator

The Mediator/Arbitrator shall have all the powers provided under Section 50 of the OLRA but shall have no authority to add to, subtract from, modify or change the provisions of this Agreement or any expressly written amendments or supplement mutually agreed to or to extend its duration, unless the parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so, or to make an award which has such effect.

ARTICLE 11 - DISCIPLINE

11.01 Just Cause

The Employer shall not discipline, suspend or discharge an Employee without just cause. It is understood that comments concerning an Employee's work performance, whether made during the course of evaluation or otherwise, are not disciplinary.

11.02 Progressive Discipline Procedure

(a) The Employer accepts and gives effect to the principle of progressive discipline. The Employer recognizes that, prior to imposing discipline, an Employee must be made aware of the situation requiring correction, the standard required and must be given a reasonable opportunity to improve.

(b) Letter of Warning

The first written disciplinary step taken by the Employer shall be the issuance of a Letter of Warning. Where a Letter of Warning is sent to an Employee, the Union and the Employee shall be the only parties to receive copies. The Letter of Warning shall:

- i. clearly state the act or omission which is the subject matter of the complaint;
- ii. state that further disciplinary action may be imposed following a repetition of the act or omission which is the subject matter of the complaint; and
- iii. Notwithstanding 11.02(a) and (b), in situations where an Employee commits an act of negligence or misconduct of sufficient gravity to warrant it, the Employer may discipline, including discharge, an Employee for just cause without having first issued a Letter of Warning.

11.03 Disciplinary Files

(c) Both parties agree that an Employee's employment file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration.

(d) An Employee shall have the right at any reasonable time to have access to and review her/his personnel file.

11.04 The Employer recognizes that Employees have strongly and sincerely held convictions and that rarely an Employee may be assigned work that contravenes those strongly and sincerely held convictions. When advised of such a situation by the Employee involved, the Employer agrees to handle the matter as sensitively as possible in the circumstances, but no Employee shall be entitled to refuse to perform any service for any client of the Employer when determined by the Employer in its sole discretion to be required in order to meet the obligations of the Employer to its clients. In any event, no Employee shall be entitled to rely on this Article without first informing in a reasonable fashion the lawyer who assigned the work.

11.05 Picket Lines

In the event that any persons involved in any labour dispute who are members of a trade union engage in a strike at the Employer's regular place of business that is authorized by their union, and maintain picket lines at the Employer's regular place of business that are authorized by their union, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines. In such circumstances, the Employer shall be entitled to assign Employees to perform bargaining unit work at a location other than the Employer's regular place of business, including but not limited to the Employees' residence.

Failure to cross such picket lines by Employees shall not be construed to be a violation of this agreement, nor shall it be grounds for any disciplinary action.

ARTICLE 12 - NO SENIORITY

12.01 There shall be no accumulation, nor recognition in any way, of seniority within the bargaining unit.

ARTICLE 13 - HIRING

13.01 The Union shall immediately be notified of all appointments, hiring and terminations of employment within the bargaining unit in writing.

13.02 All materials sent to prospective bargaining unit Employees shall state that the position offered is unionized with CUPE Local 1281.

13.03 The Employer shall advise each Employee of its intention to "hire back" (or not, as the case may be) that Employee no later than eight (8) weeks before the expiration of the Employee's articling period.

13.04 On two occasions, once at the start of the articling term and again at the mid- point of the articling term, upon request, the Employer will provide information for students on the nature of the hire back process, including but not limited to, the role of the Executive Committee in hire back decisions; the role of the Student Committee in hire back decisions; the weighting of student evaluations as they pertain to hire back decisions; and any other factors relevant to the hire back process.

ARTICLE 14 - NO LAYOFFS

14.01 The Employer agrees that there shall be no layoffs during the life of this Agreement except in accordance with Article 20.01.

ARTICLE 15 - HOLIDAYS

15.01 Employees shall be given the following paid holidays free from work with pay:

January 1;

Family Day

Good Friday;

Victoria Day;
Canada Day;
Civic Holiday
Labour Day;
National Day for Truth and Reconciliation
Thanksgiving Day;
December 24;
December 25;
December 26;
December 31.

And any holiday as may be proclaimed by the, provincial government. Such holidays shall normally be taken on the day they occur.

It is understood, however, that the National Day for Truth and Reconciliation may continue to be a regular working day for the Employer and the Employer may require the Employees to observe the holiday on a day other than September 30. Accordingly, Employees should consult with the Director of Professional Development and the Student Committee to identify the date of their observance. Those Employees who communicate an intention to observe the National Day for Truth and Reconciliation on September 30 will be provided an opportunity to do so after the consultation contemplated herein.

- 15.02 In the event that a holiday occurs on a Saturday or Sunday, Employees shall be informed which day shall substitute as the holiday in the same manner as non-bargaining unit members of the Employer.
- 15.03 If a lawyer or lawyers assign work to an Employee such that the Employee must work any of the holidays listed in this Article in order to reasonably perform the work on time, the Employee will be entitled to one day for each such day of at least four (4) hours worked to be compensated only as time-in-lieu. When this circumstance arises, the Employee will advise the Student Committee that the assignment at issue will require the Employee to work on a holiday listed in this Article. This clause applies where an Employee works on the Saturday or Sunday of a long weekend for each such day of at least four (4) hours worked, as well as on the holiday itself.
- 15.04 The Employer recognizes that an Employee may, for religious reasons, wish to observe holidays other than or in addition to those listed in 15.01. In such cases, the Employee shall notify the Employer at least ten (10) business days in advance of the religious holiday. Time off with pay will be arranged through substitution of other paid days off under this Agreement. In the event that an Employee fails to provide ten (10) business days' notice in advance of the religious holiday, the Employer will not unreasonably withhold consent for the Employee to take leave and substitute other paid days off under this Agreement.

ARTICLE 16 - VACATIONS

- 16.01 Employees are entitled to vacation with pay for a period, or any part thereof, of two (2) weeks during the period of their Articles, subject to Article 16.02.
- 16.02 Employees who wish to take vacation during their articling period shall provide written notice to the Employer no less than four (4) weeks prior to the requested vacation. The Employer shall give due consideration to the Employee's request having regard to the employer's responsibility to ensure all areas of practice are properly covered. Only one (1) week of vacation may be taken at a time during the articling period. Notwithstanding the foregoing any requests for vacation at variance with the above may be granted at the sole discretion of the Employer.
- 16.03 When a holiday as listed in Article 15.01 falls within an Employee's vacation period, the vacation shall be extended by one (1) day, either at the beginning or end of the vacation period, at the Employee's choice.
- 16.04 At the completion of the term of employment, termination or resignation, an Employee shall be entitled to be paid for all vacation entitlement not yet taken.

ARTICLE 17 - LEAVES

17.01 Requests

All requests for leave provided for in this Article except for requests made under 17.04 and 17.06 shall be made in writing to the Employer, indicating the time(s) and date(s) being requested at least two (2) weeks prior to the date(s) being requested.

17.02 Union Leave

Upon request, the members of the Union may have a total of up to five (5) days unpaid leave per year to carry out the business of the Union. The elected steward shall be granted paid leave to attend Stewards' Councils and Conventions of the Union, to a maximum of five (5) days per year.

17.03 Witness Leave

The Employer shall grant leave of absence to an Employee who is summonsed or subpoenaed as a witness. Upon presentation of a copy of the summons or subpoena and any payment the Employee receives for service as a witness, excluding payment for travelling, meals and other expenses, the Employer shall continue to pay such Employee the Employee's normal earnings and benefits.

17.04 Bereavement Leave

An Employee who is absent from work solely due to the death of the father, mother, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law, grandchild or other close relative or friend will be compensated for such time up to five (5) working days.

Where the funeral takes place more than five hundred (500) kilometres from the place of residence of the Employee, an additional two (2) days leave with pay shall be granted to attend.

It may, in some circumstances, be necessary for the Employee to be absent from work

for a period greater than five (5) days. The Employee may, in such cases, request an extended leave without pay, but with benefits, such leave shall not be withheld unreasonably.

17.05 Maternity and Parental Leave

Maternity and Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act, 2000*.

17.06 Personal Emergency Leave

Employees shall be entitled to ten (10) days of leave with pay during the period of their Articles to deal with personal emergencies, including sick leave.

17.07 Law Society Requirements

In the event that an Employee requires cumulative leave for a period exceeding ten (10) days during the period of his or her Articles, it is agreed that the Articling Period will be extended by the number of days in excess of ten (10) days taken as leave, in order to comply with the requirements of the Law Society.

17.08 Discretionary Leave

The Employer recognizes that it may be necessary for the Employee to be absent from work for a period greater than allowed for under the provisions for paid leave in this Article. In such cases, the Employee may apply for an extended discretionary leave without pay, but with benefits provided by the Employer. Such requests will not be unreasonably denied.

17.09 Political, Socio-Economic and/or Community Leave

Employees shall be entitled to take one (1) paid day away from work during the articling term to participate in political, socio-economic and/or community-based movements.

ARTICLE 18 -PAYMENT OF WAGES AND ALLOWANCES

18.01 Employees shall be paid at the following salaries:

Effective January 1, 2025	\$ 1858.05 per week
Effective January 1, 2026	\$ 1908.22 per week
Effective January 1, 2027	\$ 1960.70 per week

18.02 Each payday, each Employee shall be provided with an itemized statement of her/his salary and deductions.

18.03 If payday is scheduled to occur during an Employee's vacation, the Employee has the right, upon prior request, to receive their pay on the Employee's last working day prior to their vacation.

18.04 Reimbursement for Expenses

(a) Bargaining Unit employees who incur expenses reasonably related to working on a particular file or attending a client event or function will be reimbursed in full for such expenses, provided the employee submits a receipt for the expense and advises the Employer in writing of the name of the lawyer and file in respect of which the expense has been incurred, and provided the expense is reasonably related to working on a particular file.

(b) The Employer will make best efforts to reimburse the employee for expenses incurred under this article within one (1) week of the employee meeting the requirements of Article 18.04 (a).

18.05 Vehicle Use Allowance

Rates paid to Employees using their own vehicles for the Employer's business, upon approval of the Employer, shall be compensated at the applicable Canada Revenue Agency suggested per kilometer reimbursement amount in effect from time to time. As a condition of employment, the Employer does not require Employees to own a car or possess a valid driver's license. When transportation is required, the Employee may elect to use their car at the approved kilometrage rate. If an Employee does not elect to use her/his own car, or if they do not own a car, the Employer will, if necessary, provide transportation appropriate to the occasion. However it is understood and agreed that the possession of a valid driver's license or the ownership and availability of a car may affect the assignment of some tasks.

18.06 Meal Reimbursement

a) Late-Night Work Meal Reimbursement

Should an Employee work at the Employer's office past 7:00 p.m. on a business day, the Employee shall be entitled to a meal reimbursement to a maximum of \$30.00 per occurrence upon presentation of a bill or receipt.

b) Weekend Work Meal Reimbursement

Should an Employee work on a Saturday or Sunday at the Employer's offices for a minimum of four (4) hours' work, the Employee shall be entitled to a meal reimbursement to a maximum of \$30.00, per occurrence upon presentation of a bill or receipt.

18.07 Night Travel Reimbursement

When an Employee works past 8:00 p.m., or starts earlier than 7:00 a.m., or if the Employee is reasonably concerned about her safety, or if an Employee is required to start work before 9:00am on Sundays, the Employee shall be reimbursed for the cost of a taxi service for the sole purpose of direct conveyance to and//or from the home of the Employee only to the extent receipts are provided. Notwithstanding the foregoing, any taxi service reimbursement provided by the Employer to the Employee shall not exceed

\$200 per month.

If an Employee is likely to exceed the taxi cap, the Employee shall notify the Student Committee. The Student Committee shall then review the Employee's workload and/or permit the Employee to exceed the cap.

18.08 Application Fees and Tuition Fees

The Employer shall pay the full cost of all application fees and tuition fees plus HST, for enrollment in the Licensing Process established by the Law Society of Ontario, or their equivalents in another jurisdiction to an amount not to exceed the cost of the equivalent fee or tuition in Ontario, provided attendance in such program commences within twenty-four (24) months of the Employee beginning to article with the Employer. This shall also include the cost of any printing/binding of the Law Society of Ontario's licensing examination materials.

The Employer shall pay the full amount of the Ontario Bar Association Student Membership fee for each articling student.

At the end of the period of articles, the Employer shall pay the full cost of the call to the bar ceremony fee.

18.09 Professional Development

During the articling term, the Employer will provide Articling students with the opportunity to attend up to three (3) Continuing Legal Education Programs ("CLE") from the OBA, CBA or Advocates Society in subject matters related to the areas of practice undertaken by the Employer. The Articling Students will individually select and propose to the Student Committee the courses they would like to attend. The Student Committee will then review and, if appropriate, approve the program and/or courses proposed by each student. Should the student wish to attend more than three (3) CLE programs in the course of their articling term, attend a program not qualifying as CLE, or attend a program offered by any provider other than the OBA, CBA or Advocates Society, the student committee will review, and if appropriate, approve the program and/or courses proposed.

18.10 The Employer shall pay the training, registration and associated fees for all examinations, courses or programs, other than those leading to NCA Certificate or Qualification, LL.B. or J.D., that the Law Society of Upper Canada requires candidates to complete before they are eligible to be called to the Bar of Ontario.

The Employer shall also pay the equivalent of four (4) weeks' pay of the Employees' full salary, less statutory deductions, in respect of the aforementioned courses, or programs, as required by the Law Society of Upper Canada.

The Employee shall receive the four (4) weeks' pay as of the May 1 preceding the commencement of articles, whether or not the Employee elects to write the licensing exams prior to the commencement of Articles. An Employee may apply to the Employer to have the four (4) weeks' pay paid earlier than the May 1 preceding the commencement of articles. The Employer will advise Employees of this option at the time of hiring, and in any event no later than the March 1 preceding the commencement of articles.

In the event the Employee refuses to commence employment with the Employer

following receipt of these monies, the Employer shall be entitled to repayment of said monies and shall be entitled to commence whatever recovery proceedings it deems necessary in its sole discretion.

Following the Employee's successful completion of the articling year, the Employee will receive a further payment equivalent to \$3500.00 less statutory deductions.

18.11 Pro-rating

Where an Employee is not employed with the Employer in the months prior to commencing Articles, the Employee may opt to pro-rate his or her salary as of the May 1 preceding the commencement of Articles. The Employer acknowledges the obligation to remit dues to the Union on pay made to an Employee opting to pro-rate his or her salary. In the event the Employee refuses to commence employment with the Employer following receipt of these monies, the Employer shall be entitled to repayment of said monies and shall be entitled to commence whatever recovery proceedings it deems necessary in its sole discretion.

18.12 Health, Wellness, and Metropass Allowance

The Employer Shall provide each Employee with an allowance of \$206.00 per month in each of the ten months of the Articling term for the purpose of offsetting costs associated with employee health and wellness, such as gym membership, as well as personal work-associated costs such as a TTC Metropass or other transportation and home internet connection fees upon the Employee providing the Employer with receipts.

The allowance contemplated herein shall be subject to increases in each year of this Agreement as follows on the following dates:

January 1, 2026 - \$211.67

January 1, 2027 - \$217.42

18.13 Mental Health Expense Reimbursement

(a) Subject to paragraph 18.13 (b), below, the Employer shall provide an Employee with a maximum total reimbursement of \$500 in each calendar year for fees incurred by the Employee in connection with the Employee's personal receipt of mental health care services from a social worker, psychotherapist, or psychologist qualified to practice in Ontario. For clarity, it is understood that the maximum total reimbursement an Employee may receive in any calendar year is a cumulative total of \$500 regardless of whether the fees incurred by the Employee arise in connection with personal receipt of mental health care services from social worker, psychotherapist, or psychologist, or a combination thereof. It is further understood that any reimbursement issued to the Employee shall be treated as a taxable benefit.

(b) In order to qualify for the Mental Health Expense Reimbursement, the Employee must first:

- i. provide the Employer with a copy of an official receipt issued by their social worker, psychotherapist, and/or psychologist for reimbursement;
- and

- ii. fully exhaust their social worker health insurance plan benefit entitlements before a reimbursement will be issued for social worker fees; or
- iii. fully exhaust their psychotherapist health insurance plan benefit entitlements before a reimbursement will be issued for psychotherapist fees;
- iv. fully exhaust their psychologist health insurance plan benefit entitlements before a reimbursement will be issued for psychologist fees.

ARTICLE 19 - HOURS OF WORK

19.01 The parties acknowledge that the work of a law firm, and particularly a litigation practice, fluctuates and that there can therefore be no fixed or set hours of work for Employees. The Employer recognizes however that Employees have interests and obligations outside the workplace and is committed to providing a workplace where hours of work are, to the extent possible, flexible and where Employees are not expected to work excessive hours on an ongoing basis.

19.02 To the extent that employees have dependents for whom the employee is responsible, the Employer is committed to ensuring the workplace and hours of work reasonably accommodate any dependent care obligations.

ARTICLE 20 - SEVERANCE PAY

20.01 If, as a result of the Employer ceasing part of the operations, or if by reason of any changes in operating methods, the Employer is unable to provide work for a displaced Employee at approximately the same regular rate of pay which meet the requirements of Phase II of the Bar Admission process of the Law Society of Ontario, the Employee shall be given thirty (30) calendar days' notice or severance pay on the basis of four (4) weeks' pay at the regular rate of the position last held by the Employee.

ARTICLE 21 - JOINT MEETING

21.01 At the written request of either party, and within ten (10) business days of such a request, meetings will be held between the Student Committee and representatives of the Union to discuss any question, excluding grievances, which may arise in connection with the operation of this Agreement, including the problems concerning the amount, nature of allocation of work being assigned. Nothing herein affects the processing of grievances pursuant to Article 4.05.

ARTICLE 22 - TECHNOLOGICAL CHANGE AND EQUIPMENT

22.01 Training

In the event the Employer should introduce new methods or machines which require new or greater skills than are possessed under the present methods of operation, the Employer shall provide the same training for the members of the bargaining unit as provided for non-bargaining unit Employees, at the Employer's expense.

22.02 Equipment

The Employer shall ensure that each Employee has access to a computer which is in good working order.

ARTICLE 23 - BENEFITS

23.01 Health Insurance Plan

The Employer shall pay the entire cost of premiums for each Employee for the plan otherwise made available to the Employer's administrative staff from time to time (excluding any short term disability and long term disability coverages) appended to this Agreement at the single or family rate for all time worked under this Agreement. The plan shall include a definition of "spouse" which is consistent with the definition under this Agreement, and the children of a "spouse". Should the plan in place at the time of execution of this Agreement not be available, a plan equal in every material way shall be made available to the Employees.

ARTICLE 24 - HEALTH AND SAFETY

24.01 The Employer shall make all reasonable provisions for the health and safety of Employees during working hours, and the Union may, from time to time, bring to the attention of the Employer any suggestions in this regard.

24.02 Computer Stations

- (a) Pregnant Employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation.
- (b) If requested, the Employer agrees to supply computer-screen filters for Video Display Terminals at which the Employee regularly works.

24.03 One member of the bargaining unit shall be elected to sit on the Joint Health and Safety Committee. Time spent for committee work shall be counted as work time.

ARTICLE 25 - NO STRIKES OR LOCKOUTS

For the duration of this Agreement, there shall be no strike or lockout, as defined by the Ontario Labour Relations Board.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall continue in force and effect from until December 31, 2027.

Either party to this Agreement may, not more than ninety (90) days prior to December 31, 2027 present to the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within a reasonable amount of time, but not later than twenty (20) days after the end of this Agreement, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.

Failing agreement by December 31, 2027 this Agreement shall continue in force until a new Agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, as the parties gain the right to strike or lock out.

In witness whereof, the parties hereto have caused this Agreement to be signed by its duly authorized representative in City of Toronto this _____ day of _____, 2025.

For the Union

S. MacPherson
S. MacPherson (Mar 4, 2025 19:52 EST)

Rachel Cruz
Rachel Cruz (Mar 7, 2025 08:01 EST)

J. Haworth
J. Haworth (Mar 8, 2025 18:37 EST)

S. Chandramohan
S. Chandramohan (Mar 12, 2025 12:59 EDT)

Laura Clerk
Laura Clerk (Mar 12, 2025 13:07 EDT)

Heather Murray
Heather Murray (Mar 12, 2025 13:44 EDT)

For the Employer

Ernie A. Schirru
Ernie A. Schirru (Mar 4, 2025 12:09 EST)

Donna Hart
Donna Hart (Mar 4, 2025 16:51 EST)

LETTER OF UNDERSTANDING

BETWEEN
KOSKIE MINSKY LLP
(the "Employer")

and

CUPE LOCAL 1281-14
(the "Union")

Re: Application of Collective Agreement Terms to All Law Students Hired on Summer Contracts ("Summer Students")

1. The following Collective Agreement Articles shall be applicable to Summer Students as indicated below, with necessary modification as may be required, if any:

Article 1 - Purpose

Article 2 - Employer Rights

Article 3 - Recognition and Job Security

Article 4 - No Discrimination/Harassment

Article 5 - Union Security and Label

Article 6 - Union Dues

Article 7 - Union Representation

Article 8 - Educational Responsibilities

- It is understood that only Article 8.06 applies to Summer Students

Article 9 - Grievances

Article 10 - Mediation/Arbitration

Article 11 - Discipline

Article 12 - No Seniority

Article 13 - Hiring

- It is understood that only Articles 13.01 and 13.02 apply to Summer Students

Article 14 - No Layoffs

Article 15 - Holidays

- It is understood that Summer Students shall only be entitled to time free from work with pay for the holidays set out in Article 15.01 that fall during the Summer Students' summer contract period.

Article 17 - Leaves

- It is understood that only Articles 17.01, 17.03, 17.04, 17.05 and 17.08 apply to Summer Students
- It is understood that Summer Students shall be entitled to two (2) paid days of Personal Emergency Leave to deal with personal emergencies, including sick leave.

Article 18 - Payment of Wages and Allowances

- It is understood that the weekly salary payable to Summer Students shall be the weekly salary contemplated in Article 18.01 and that weekly salary is deemed to include 4% vacation pay
- It is understood that only Articles 18.02, 18.03, 18.04, 18.05, 18.06 and 18.07 apply to Summer Students

Article 19 - Hours of Work

Article 21 - Joint Meeting

Article 22 - Technological Change

Article 24 - Health and Safety

Article 25 - No Strikes or Lockouts

Article 26 - Duration of Agreement

2. It is understood that Summer Students shall be entitled to receive formal work performance feedback from the Employer after six (6) weeks of employment and also at the conclusion of their summer contract.

Signed at _____ this _____ day of _____, 2025

For the Union

For the Employer

S. MacPherson
S. MacPherson (Mar 4, 2025 19:52 EST)

Ernie A. Schirru
Ernie A. Schirru (Mar 4, 2025 12:09 EST)

Rachel Cruz
Rachel Cruz (Mar 7, 2025 16:01 EST)

Donna Hart
Donna Hart (Mar 4, 2025 16:51 EST)

J. Haworth
J. Haworth (Mar 8, 2025 18:37 EST)

S. Chandramohan
S. Chandramohan (Mar 12, 2025 12:59 EDT)

Laura Clerk
Laura Clerk (Mar 12, 2025 13:07 EDT)

Heather Murray
Heather Murray (Mar 12, 2025 13:44 EDT)