

Collective Agreement
(Hereinafter referred to as “the Agreement”)

-between-

United Steelworkers Local Union 1998
(Hereinafter referred to as “the Employer”)

-and-

**Canadian Union of Public Employees
Local 1281 - Unit 39**
(Hereinafter referred to as “the Union”)

Duration of Agreement – January 1, 2024 to December 31, 2026

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ARTICLE 1: PURPOSE

The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the Employer and the Union.

ARTICLE 2: EMPLOYER'S RIGHTS

2:01 The management of the Employer and direction of employees are fixed exclusively with the Employer and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the Employer to:

- (a) Maintain order, discipline, and efficiency.
- (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
- (c) Determine the nature and kind of business conducted by the Employer, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.
- (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.
- (e) Release members of USW Local 1998 and assign them to any work at the discretion of the Employer, however, no layoffs will result from the current bargaining unit as a result of releasing members of USW Local 1998.

2:02 The Employer shall exercise its rights in a manner that is reasonable, in good faith and consistent with the terms of this collective agreement.

ARTICLE 3: RECOGNITION

3:01 Definition

The Employer recognizes CUPE 1281 as the sole and exclusive bargaining agent for all employees employed at USW Local 1998, Toronto, Ontario, as set out in Appendix A, save and except any Elected Officers, or USW members working on release time.

ARTICLE 4: NO DISCRIMINATION/HARASSMENT

4:01

- (a) The Employer and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. The Employer and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the Employer.
- (b) The Employer and the Union agree to uphold the Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it. The Employer and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability as defined in the Ontario Human Rights Code, or age as defined in the Ontario Human Rights Code, or record of offences unless the employee's record of offences is a reasonable and *bona fide* qualification because of the nature of the employment.

Sexual Harassment

4:02

Sexual harassment shall be considered discrimination under Article 4:01 of this Agreement. Harassment based on sex includes:

- (a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of the Employer or acting on behalf of the Employer, that is directed at one or more specific individual, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which the actor knows or ought reasonably to know creates for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression as they are understood in the Employer's policies and accepted practices, including but not restricted to those explicitly adopted; or
- (c) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (d) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

4:03

An employee may elect to submit a grievance alleging sexual harassment under the collective agreement:

- (a) An employee who elects to file a grievance under the collective agreement shall begin at Step 1 of the grievance procedure. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.
- (b) The time limit for filing a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months after the occurrence of the matter which is the subject of the grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.

Racial Discrimination

4:04 An employee who files a grievance under the collective agreement alleging that they have been discriminated against because of race contrary to Article 4:01 shall begin at Step 1 of the grievance procedure.

General Harassment

4:05 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

Bullying and Personal Harassment

4:06 The Employer will provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. An employee may file a grievance alleging a course of conduct amounting to bullying and personal harassment at step 1 of the grievance procedure. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.

ARTICLE 5: UNION SECURITY

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 this Agreement. All future employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of the Union.

5:02 Union Dues

The Employer agrees to arrange for the deduction each month from the salaries of employees 3%, or any amount authorized as union dues, and to transmit the monies as collected to the Union together with the Union's Dues Form. Such form or its substitute shall include a list of employees for whom such deductions were

made, the amount of deductions for each employee, and the pay period for which such deductions were deducted. Such transmission shall occur no later than the 20th of the month following the month in which the deductions were made. It shall be the responsibility of the Union to provide the Employer with current contact information for all Executive Officers.

5:03 Affiliation/Merger/Insolvency/Decertification

In the event that the Employer ceases business or becomes insolvent, employees shall receive all monies owed to them under the terms of this Agreement prior to the Employer considering any and all claims from any of its creditors.

ARTICLE 6: UNION REPRESENTATION

6:01 Right to Union Representation

- (a) The Union shall provide the Employer with a current list of authorized Union representatives from time to time with whom the Employer would be expected to deal in regard to the administration of this Agreement.
- (b) Representatives of the Union shall meet with representatives of the Employer's Executive within one month after taking office for the purpose of making introductions, if necessary.
- (c) On an annual basis, the Union shall appoint a Steward, who has been elected by and from the members of the bargaining unit. The 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 Steward elected or where the Steward requires representation, the Union's Service Coordinator or a member of the CUPE1281 Executive shall act as the point of contact with the Employer. The Union shall notify the Employer of the name of the Steward or alternate representative.
- (d) Employees have the right to be accompanied by the Steward, at any meeting with the Employer where the Employer is anticipating issuing discipline. Time spent meeting with the Employer regarding any matter involved in the administration of this Agreement is deemed work time.

6:02 Labour-Management Committee

- (a) The Union and the Employer acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint Labour/Management Committee consisting of two (2) representatives from the Employer and two (2) representatives selected by the Union.
- (b) The Committee shall meet at the request of either party for the purpose of discussing issues relating to the workplace and/or the administration of the Agreement. The Committee shall not discuss grievances, disciplines or changes to the Collective Agreement. The time and place of meetings shall be at the convenience of both parties. Each party shall submit to the other a written agenda,

two (2) working days before the upcoming meeting.

6:03 Bargaining Committee

- (a) The Employer agrees to recognize a bargaining committee of up to three (3) employees who shall have the right to attend negotiating sessions without loss of remuneration.
- (b) The Union and the Employer shall 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.

6:04 Personnel files and confidentiality

- (a) An employee may review their personnel file, provided that one (1) working days prior notice is given to the Employer's President (hereinafter referred to as "President"). The employee is entitled to be accompanied by a union representative in the presence of the President or designate for up to half (½) an hour to review the personnel file.
- (b) The employee or the Union may inquire as to the presence of any document in their personnel file and request in writing that said document be removed. If the Employer and the Union agree that the document is not relevant, the Employer shall confirm in writing that the document has been removed.

ARTICLE 7: GRIEVANCES

7:01 Grievance Procedure

It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible. The parties agree that all timelines in the Agreement will be placed in abeyance during the annual winter office closure.

7:02 Grievances shall be dealt with in the following manner:

- (a) **Step One:** Where an employee believes they may have a grievance, they discuss the matter with the President and/or designate, normally from the Employer Executive Committee, within twenty (20) working days after they became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. The Employee has the right to representation by the Shop Steward and/or the Union, normally the Staff Representative, at Step One Meetings. The President or designate shall reply in writing within ten (10) working days after the matter is discussed with the grievor. If the meeting or reply is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two.
- (b) **Step Two:** Where the decision of the President or designate is not satisfactory, the authorized representative of the Union shall submit the grievance in writing to the Employer's Executive Committee within ten (10) working days. A hearing shall be held, within ten (10) working days, between the authorized representative of the

Union, the grievor, and up to two (2) representatives of the Executive Committee to discuss the matter. At the grievor's discretion, the Shop Steward may also attend the Step Two hearing. The number of representatives on either side may be increased by mutual agreement of the Union and the Employer. The Executive Committee shall meet and shall give its decision in writing to the Union, with a copy to the grievor within ten (10) working days. If the decision is not satisfactory the Union may proceed to Arbitration within ten (10) working days of the receipt of the decision.

7:03 If the Employer, Union, an employee, or a group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall be without prejudice.

7:04 The time limits may be extended by mutual agreement.

7:05 Where no answer is given within the time limits specified herein, the grieving party shall be entitled to proceed to the next step of the Grievance Procedure.

7:06 Group Grievance

A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two under Article 7.02(b).

7:07 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 7.02(b).

7:08 Confidentiality

The Employer and the union recognize the principle of confidentiality and agree that the identity of any grievor(s), and the fact and substance of any grievance(s) shall only be discussed in in-camera meetings of the Employer's Executive Committee, and shall be kept confidential except as required to conduct a proper investigation or obtain advice from legal counsel or the USW auditors.

ARTICLE 8: ARBITRATION / MEDIATION

8:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other party to this Agreement.

8:02 Prior to submitting a grievance for arbitration, the parties will discuss the possibility of mediation in the interest of resolving disputes at an early stage.

8:03 The arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator.

When either Party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If, within five (5) working days, none of the proposed

arbitrators are acceptable to the other Party, they shall propose three (3) other arbitrators. If an acceptable arbitrator is not agreed upon (within ten (10) working days), the Parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.

- 8:04** No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 8:05** The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on the parties hereto and the employees.
- 8:06** The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 8:07** The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 8:08** An Arbitrator shall have the right to extend the time limits under Section 48 (16) of the Labour Relations Act.

ARTICLE 9: DISCIPLINE

- 9:01** The Employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.
- 9:02** Employer accepts and gives effect to the principle of progressive discipline. The Employer recognizes that, prior to imposing discipline, an employee shall be given a reasonable opportunity to correct the situation under discussion. Progressive discipline shall consist of a verbal warning, written warning, suspension and termination. There are situations including, but not limited to, theft, gross insubordination, bullying and harassment of other members of the bargaining unit or members of USW Local 1998 which could result in immediate discharge.
- 9:03** A claim by an employee that they have been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (15) working days after the employee receives notice of the discharge or suspension.
- 9:04** An employee who will be disciplined or discharged while at work will be notified of their right to have a Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Steward, the President or designate will send for their Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union representative immediately and without undue delay.

9:05 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twelve (12) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

ARTICLE 10: POSTINGS

10:01 Notices

- (a) Notice of a vacancy shall be posted when the Employer decides to fill an existing position that has become vacant or a new position that has been created. Notice shall be posted in the Employer's workplace for a period of at least five (5) working days. Copies of all notices shall be sent by mail to laid-off employees and to the Union. Notices to employees who reside outside the Toronto area shall be sent by registered mail.
- (b) Notices shall contain the classification, qualifications, location(s), duties, hours of work, salary rate, date of commencement of employment, the date of the notice, and the method of making the application.

10:02 No vacancy shall be filled until laid-off employees have had ten (10) days from receipt of the posting to apply.

10:03 Laid-off employees will be interviewed first and the most qualified candidate, if any, will be selected, taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are relatively equal as between two (2) or more laid off applicants, the candidate with more seniority will be selected.

10:04 If no laid-off employees apply or, following an interview, it is determined that the laid-off applicant is not qualified, the job will be posted internally.

10:05 If there are no internal applicants or, following an interview, it is determined that the internal applicant is not qualified, the job will be posted externally.

ARTICLE 11: APPOINTMENTS

11:01 Where an employee is appointed to a position pursuant to a notice of vacancy under Article 10, and where after three (3) months of training, evaluation, orientation and full information regarding the requirements of the position, the employee has failed to learn and perform the duties of the position, the employee or the Employer may elect to return the employee to the position they previous to being appointed to the current position.

11:02 Appointment Letter

Normally within ten (10) working days following the Employer's decision to hire,

the successful candidate will be provided with a written offer of appointment, copied to the Union, setting out the position title and workplace location, commencement date, hours of work, entitlement to expense allowances, benefit information, name and phone number of the Steward and a copy of this Agreement.

11:03 Union Notification

The Union shall be notified in writing of all hirings, transfers, promotions, demotions, layoffs, recalls and terminations of employment within five (5) working days of notification to the employee(s) affected.

ARTICLE 12: LAYOFFS

12:01 Layoff

When the Employer decides that circumstances require a reduction of personnel or hours of work, layoff shall be on the basis of reverse seniority within the bargaining unit.

12:02 Layoff Notice

Employees being laid off shall be notified in writing by the President at least twelve (12) weeks in advance of the date of the layoff. Such notice shall also be sent to the Union and the Steward, in writing. If the employee does not have the opportunity to work their regular hours for twelve (12) weeks after notice of layoff, they shall be paid for that part in which work is not available.

12:03 Termination

- (a) An employee on layoff may opt for termination, in which case they shall receive severance pay in accordance with Article 22 and forfeit any and all recall rights.
- (b) An employee whose employment is terminated forfeits all rights under this Agreement, including seniority, recall, and any and all benefits.

12:04 Layoff Grievances

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

12:05 Seniority during Layoff

Seniority shall continue to accumulate during layoff (12.02).

12:06 Right of Recall

- (a) All laid off Employees shall have recall rights for twenty-four (24) months subsequent to layoff and shall have a right of first refusal in order of seniority over new appointments for which they are qualified during this two-year period.

- (b) Where a vacancy occurs in a position which was eliminated and resulted in an employee being laid off, and where that employee retains seniority in accordance with Article 14, the employee so affected will be offered the opportunity to fill the vacant position, subject to the conditions set forth in Article 10. Recall shall be on the basis of seniority as set forth in Article 10.
- (c) Employees being recalled shall be notified in writing, by registered mail, at least one (1) month in advance of the date of the recall. If the employee fails to notify the Employer, in writing, of their intention to return to work within ten (10) working days of receiving the recall notice, they shall forfeit their seniority rights. It shall be the responsibility of the employee to keep the Employer informed of their current address.

ARTICLE 13: PROBATION

- 13:01** Newly hired employees shall be considered to be on probation for six (6) months from the commencement date of employment.
- 13:02** During the probationary period an employee may be terminated at any time for a lesser standard than "just cause". The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith. Probationary employees and the Union shall be given one (1) week's written notice of the Employer's intention to discharge such an employee. One week's wages may be paid in lieu of notice.

ARTICLE 14: SENIORITY

14:01 Accumulation of Seniority

Seniority shall accumulate on the basis of length of service with the Employer effective from the first day of employment.

14:02 Retention of Seniority

Seniority shall continue to accumulate during absence from work resulting from sick leave, layoff, holidays, vacations and leaves of absence permitted under this agreement.

14:03 Loss of Seniority

Seniority shall be lost when an employee resigns; is discharged for just cause, and is not reinstated through the grievance procedure; is absent from work in excess of five (5) consecutive days without notifying the Employer, unless such notice was not reasonably possible; fails to return upon recall from layoff or when an employee's employment is terminated after layoff in accordance with Article

12.03(b) (Termination).

14:04 Seniority List

The Employer shall maintain a seniority list showing the date upon which service commenced. An up-to-date seniority list shall be sent to the Union and posted on a bulletin board in the Employer's office(s) by January 31 of each year.

14:05 Operation of Seniority

Seniority shall operate on a bargaining-unit-wide basis and shall determine preference and priority for appointments to vacant and new positions and vacation scheduling in accordance with the specific articles in this agreement.

ARTICLE 15: HOLIDAYS

15:01 Statutory and Annual Holidays

The Employer will observe the following paid holidays:

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

and any other day that is listed as a holiday in the University of Toronto calendar; and when the University premises are closed or declared closed by the President of the University.

15:02 Alternate Holidays

An employee who, for religious reasons, wishes to observe holidays other than those listed in Article 15.01 will be permitted to do so at the employee's discretion using any of the following means:

(i) By "substituting" the employee's religious holiday for one of those listed in Article 15.01 or for a Saturday or Sunday. It is understood that an employee choosing to exercise this option is free to work from home provided that they are available for direction and able to perform any tasks assigned by the Employer.

(ii) By electing to treat the employee's religious holiday as a personal leave, or vacation day listed under the Agreement.

(iii) As an unpaid leave day.

Employees shall submit all religious observance holidays listed above, in advance

and in writing, no later than three (3) weeks prior to the beginning of each calendar year in which the observance falls. Such notice shall also include notice of which option listed in (i)-(iii) above they will be exercising. Once finalized, either party may request an alteration to this schedule provided the other party receives said request no less than ten (10) working days prior to the day in question. Neither party shall unreasonably deny such a request. Should it be necessary to reschedule any day in this manner, the rescheduled day shall fall within the calendar year.

ARTICLE 16: VACATIONS

16:01 Entitlement:

Employees earn vacation time with pay (vacation credits) on the following basis:

Accrual Period (Months)	Monthly Accrual Rate
First 60 months	1.25 days per month
61 -72 months	1.33 days per month
73 to 84 months	1.417 days per month
85 to 96 months	1.5 days per month
97 to 108 months	1.583 days per month
109 to132 months	1.667 days per month
133 to 156 months	1.75 days per month
157 to 168 months	1.833 days per month
169 or more months	2.083 days per month

16:02 Vacation entitlement shall not be rounded up or down. Employees shall be entitled to take vacation credits earned to the nearest half (1/2) day. Vacation credits of less than half (1/2) a day shall be carried forward and shall continue to accrue.

16:03 Vacation credits are not earned during periods of unpaid leave except that employees shall continue to receive vacation credits during periods of unpaid leave for pregnancy, primary caregiver or parental leave.

16:04 Employees take vacation with pay (in full or half days only) using vacation credits earned. Employees cannot take vacation which exceeds the employees' vacation credits earned to the date of the commencement of the vacation.

16:05 Vacation scheduling is determined by the President or designate. In determining vacation schedules and/or considering requests for vacation time the President or designate will, subject to operational and service effectiveness, consider employees' preferences. When more employees are requesting vacations than the President or designate will approve at one time, the President or designate will give preference to the employee with the greater seniority.

16:06 A vacation year shall be based on an employee's employment anniversary date. Vacation credits are to be used on a year-to-year basis by employees to take vacation and are not normally to be accumulated beyond an employee's annual entitlement. Employees may carry forward vacation credits in excess of the employee's annual entitlement to a maximum of five (5) additional days without

written approval by the President or designate. Employees may carry forward a further five (5) days for a total of ten (10) days with the written approval of the President or designate. Any other accumulated vacation days not carried forward to the next year shall be paid out prior to the last pay period of each year.

- 16:07** While on vacation an employee will receive regular straight time pay.
- 16:08** Upon termination of employment, unused vacation credits will be paid out to the employee.
- 16:09** An employee who is hospitalized or confined by order of a doctor during their vacation period will be allowed to draw sick leave with pay for the period of time for which they are hospitalized or confined providing that the employee furnishes proof of such hospitalization or confinement to their supervisor. The employee will be allowed to reschedule that portion of vacation during which they were hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

ARTICLE 17: SICK LEAVE

- 17:01** Sick leave shall be granted to any post-probationary employee who is absent from work due to illness or injury. Sick leave with pay shall be granted for up to a maximum of twenty-five (25) days during the calendar year, and shall become available to the employee for use on January 1. Probationary employees shall have a maximum of twelve (12) sick leave days with full pay. In the event that an employee achieves post-probationary status, these days shall be included in the employee's twenty-five (25) day entitlement. Sick days will be carried forward at the end of each calendar year to a maximum of fifty (50) days. Sick days cannot be cashed out and shall have no cash value upon termination of employment.

17:02 **Employment Insurance Sick Benefit**

Any post-probationary employee on sick leave without pay who is eligible for and receives Employment Insurance sickness benefits shall receive supplemental unemployment benefits equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-five percent (95 %) of their regular weekly wage for up to fifteen weeks. The Employer will continue paying its part of the benefits, MSPP and the employee's full salary during the one-week Employment Insurance waiting period prior to receipt of sickness benefits and for one additional week at the end of the fifteen-week sickness benefits period. The Employer shall also continue to pay its part of the employee's regular benefits after the EI waiting period, for up to fifteen weeks while the Employee is receiving Employment Insurance sickness benefits.

17:03 **Long-Term Disability Benefits**

Any post-probationary employee on Employment Insurance Sick Benefits, may apply for Long-Term Disability Benefits subject to the requirements of the Long-Term Disability plan.

17:04 Certificate of Illness

The Employer may require an employee to present a letter from their treating physician if they are absent from work due to illness or injury for a period of five (5) or more consecutive days. The cost of a letter requested by the Employer shall not be borne by the employee.

ARTICLE 18: LEAVES

18:01 General Leave of Absence without Pay

- (a) The Employer may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to six (6) additional calendar months if there is a good reason for the extension and the Employer and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.
- (b) Where an employee has been granted leave of absence without pay in accordance with the above Articles, the Employer will discontinue its contributions to the USW Life and Health Benefit Plan. The employee can make provision for continuance of coverage for a maximum of six months of whatever benefits programmes the employee was enrolled in prior to the leave of absence being granted by making direct payment of the contributions in advance to the Employer's Financial Secretary. All premiums must be paid monthly in advance in accordance with the rules established by the Financial Secretary.

18:03 Union Business, Convention or Conference Leave

Employees who are elected or appointed by the Union to attend Union conventions or conferences or otherwise carry out Union business, shall be granted a leave of absence without pay by the Employer provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall be less than fourteen (14) working days' written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the President or designate. Such leaves shall not exceed ten (10) days per calendar year in total per elected or appointed employee to attend such conferences or conventions.

18:04 Employees will be given time off (not to exceed two (2) hours), with no loss of regular straight time pay, up to three (3) times per calendar year to attend General Membership Meetings of the Union. Employees will also be given time off at no loss of regular straight time pay to attend the CUPE 1281 Annual General membership meeting. The Union will notify the President at least six weeks in advance of the meeting dates.

18:05 Jury and Witness Duty

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court (excluding arbitration). The Employer shall pay such employee the difference between their normal earnings and benefits and the payment they receive for jury service or court witness, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of the pay received.

18:06 Union Leave

Provided the leave will not unduly interfere with operations, the Employer will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the National Union or within CUPE Local 1281. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least two (2) months prior to the commencement of the requested leave. This leave shall be limited to not more than one (1) employee from the bargaining unit at any time. For leaves to assume an official position within CUPE Local 1281, the Employer will grant year-to-year extensions with at least two (2) months' written notice prior to the end of the year. The Union will reimburse the Employer for the cost of benefits.

18:07 Political Leave

Employees running for election shall be entitled to a leave of absence with pay upon the following basis:

- (a) For election to the Parliament of Canada – one (1) month.
- (b) For election to the Legislature of Ontario – one (1) month.
- (c) For election to a municipal council or Board of Education – ten (10) working days.
- (d) For election to Mayor or Chairman of City/Town/Regional Council – fifteen (15) working days.

Such leave need not be taken on consecutive days.

18:08 Personal Leave

An employee may request in advance up to five (5) days or up to ten (10) half-days of paid personal leave in any calendar year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to the President or designate at least five (5) days in advance. Both parties acknowledge that such notice may not be possible in emergency situations. Reasons for personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, graduations, accompanying family members on medical, health and other appointments, stepping in when the regular caregiver is away, the observing of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations. Such leaves shall not be used to extend

vacations or long weekends.

18:09 In arranging these leaves, both the best interests of the Employer as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

18:10 Health Care Appointments

Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

18:11 Compassionate Care Leave

Employees shall be granted leave with pay of up to ten (10) days to attend to an ill relative, spouse or close associate, at the employee's request. Where the illness is diagnosed as life-threatening or terminal, an additional twenty (20) days of leave shall be granted. For the first two weeks of this additional leave, the Employer agrees to top up Employment Insurance benefits to 100%, or if the Employee does not qualify for Employment Insurance, to pay the employee the difference between what they would have received from Employment Insurance and full salary. Request for additional leave without pay shall not be unreasonably withheld.

18:12 Bereavement Leave

Employees shall be granted up to five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

18:13 Pregnancy, Parental, Paternity and Primary Caregiver and Adoption Leave

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

18:14 Pregnancy Leave

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the Employer prior to the probable date of delivery, and who presents to the President a doctor's certificate or certificate from a midwife stating that they are pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with one (1) year of service or more, the Employer will pay 95%

of salary during the two (2) week waiting period for Employment Insurance benefits and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.

- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the Employer. If pregnancy-related complications force the employee to stop work before they have arranged their pregnancy leave, they have two (2) weeks from that date to give the Employer written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case, the employee will be entitled to utilize sick leave in accordance with Article 18 until the actual birth of the baby, the expected date of delivery or the date they intended to start their pregnancy leave as stated in their written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on their pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of their return to work to an earlier date, they must give the Employer four (4) weeks' written notice of the date on which they intend to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), they must give the Employer four (4) weeks' written notice before the date the leave was to end.

18:15 Primary Caregiver Leave

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more the Employer will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment

Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

- (e) In the case of an employee whose employment is limited to a defined term as per Article 3:02, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.

18:16 Parental Leave

- (a) An employee who is a parent of a child and who has been employed with the Employer for thirteen (13) weeks is entitled to parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take parental leave as follows:
 - up to thirty-five (35) weeks of parental leave for birth mothers;
 - up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners.
- (b) For employees who take pregnancy leave, parental leave commences when their pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver leave.
- (c) For employees with one (1) year of service or more the Employer will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.
- (d) An employee who is entitled to parental leave is required to give the Employer two (2) weeks' written notice prior to the commencement of the leave. If they do not specify when the leave will end, it will be assumed that they wish to take the maximum leave. An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- (e) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the Employer written notice of their intent to take the parental leave.
- (f) If an employee on parental leave wishes to change the date of their return to work to an earlier date, they must give the Employer four (4) weeks' written notice of the date on which they intend to return.

- (g) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the Employer four (4) weeks' written notice before the date the leave was to end.

18:17 Paternity Leave

Upon the birth or adoption of a child, a father or same-sex parent shall be granted up to five (5) days' paid leave of absence.

Application for such leave shall be submitted in writing to the President, at least five (5) days in advance. Paternity leave must be taken within the first month of the birth or an adoption.

18:18 Return from Leave

The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by the Employer to fulfil the duties of the position on such return will be provided by the Employer. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of Article 12 upon their date of return.

ARTICLE 19: PAYMENT OF WAGES

19:01 Pay-days

The Employer shall pay salaries and wages twice monthly in accordance with Appendix D. Each employee shall receive with their pay an itemized statement of the salary and deductions for the pay period and year to date figures. Where such payment is made by cheque, the Employer shall follow a "direct deposit" model. Where a regular pay-day falls on a business day, the Employer shall provide the Employee a post-dated cheque at least one working day in advance of pay-day. Where the regular pay-day falls on a weekend or holiday, the Employer shall provide the Employee with a cheque pre-dated to the final business day prior to the weekend or holiday.

19:02 Employees may, upon written request, receive on the last day preceding the commencement of their annual vacation all wages which may fall due during the period of their vacation.

19:03 Pro-rata Pay

Part-time employees shall receive the wage rate, on a pro-rata basis according to their hours of work. For the purposes of this clause, pro-rata wages will be calculated on the basis of a 36.25-hour working week. Benefits for all employees shall be paid in full by the Employer.

19.04 One Time Only Payments

For the purposes of retention, recruitment, skills shortage, or to recognize an

Employee's extraordinary effort and/or contribution, the Employer may, in its sole discretion, make lump-sum payments to Employees in addition to an Employee's base salary. Any such payments will not form part of and will not increase the base salary of those Employees who receive them and will not form part of an Employee's compensation or remuneration for any purposes under the Collective Agreement, benefit, or pension plans. The Employer shall notify the Union in writing at the time of payment, and such notice shall include amount of the payment, date of payment, period for which payment is applied, and the reason for the payment.

ARTICLE 20: HOURS OF WORK AND OVERTIME

20:01 Regular hours of work for full-time employees are thirty-six and one-quarter ($36\frac{1}{4}$) hours per week (thirty-three and three-quarters ($33\frac{3}{4}$) hours per week during July and August) with the core hours between 10 am and 3 pm Monday to Friday.

The Employer will provide a minimum of one (1) month's notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).

20:02 Where an hourly rate needs to be calculated (e.g. overtime pay), it will be calculated by dividing the employee's annual salary by one-thousand eight hundred and sixty-three (1,863).

20:03 Employees are entitled to a one (1) hour lunch break without pay, approximately midway through a work day, and a fifteen (15) minute break at an appropriate time during the first and second half of a work day.

The one (1) hour lunch break may be adjusted to a thirty (30) minute lunch break without pay upon the mutual consent of the employee and the President or designate, provided that the start and finish times are adjusted accordingly. Part-time employees will receive a fifteen (15) minute paid break for every three (3) consecutive hours worked, except in cases where the employees work a full day, in which case they shall receive the same lunch and breaks as full-time employees.

20:04 Workload Review

Should an Employee have concerns that the time required to fulfill assigned duties is unreasonable, the Employee shall raise this matter with the President or designate, without undue delay. The President shall discuss this matter with the Employee and attempt to reach agreement on workload issues.

20:05 Overtime

Overtime must be authorized in writing in advance by the President or designate. Wherever practical, all overtime shall be distributed on a voluntary basis and as equitably as possible to the employees who normally perform the work.

20:06

- (a) Employees who perform work in excess of thirty-six and one-quarter (36¼) hours in a work week will be paid at the rate of time and one-half the employee's regular rate of pay for authorized hours worked beyond thirty-six and one-quarter (36¼), it being understood that overtime pay will not apply unless or until the time worked is at least one-quarter (15 minutes) hour more than the employee's regular hours of work in a day.
- (b) Compensation for overtime shall be, by mutual agreement, either time off in lieu of overtime pay or overtime pay. In the event that mutual agreement regarding compensation cannot be reached, the President shall have the right to direct the employee to take such time off.

20:07 Banking Hours

- (h) The Employer will maintain an "overtime bank" for each employee consisting of a record of periods of authorized overtime worked which an employee may take as lieu time off, which overtime bank may not at any time exceed twenty (20) hours in total.
- (i) Authorized overtime worked by an employee will be credited to their overtime bank (if there is sufficient room in the employee's overtime bank). Overtime will be credited as it is earned (e.g., at time and one-half the actual hours worked). By mutual agreement between the employee and the President, banked hours may be carried forward from year to year. It is agreed that for the purposes of this article a year shall be a "calendar year."
- (j) Lieu time off in an employee's overtime bank will be taken at times mutually agreed to by the employee and the President or designate. Permission to take time off in lieu of overtime pay shall not be unreasonably withheld.
- (k) Upon cessation of employment, any overtime in an employee's overtime bank will be paid out on the employee's final pay cheque.

20:08 No Pyramiding

There shall be no pyramiding of any payments or benefits provided for in this collective agreement.

20:09 Part-Time Status for Family Care

Full-time employees who have continuous responsibilities for the care of their family may submit a request to the President for a change to part-time status for a defined period, in order to devote more time to their family care responsibilities. In the event the request is granted, the percentage of time to be worked, and the duration of the part-time appointment, must be mutually agreed to between the employee and the department or division head, to whom the request should be addressed. Employees requesting a change in status on this basis should make their request as far in advance as possible but, in any event, no less than one month prior to the commencement of the requested change in status. Salary and benefits will be appropriately pro-rated according to the percentage of time worked.

20:10 Alternative Work Arrangements

Employees may submit requests for alternative work arrangements under the Employer's guidelines for alternative work arrangements as they may exist and change from time to time. Such requests may include flexible work hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g. earlier or later start). It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.

ARTICLE 21: EMPLOYMENT EXPENSES

21:01 Travel Expenses

Where an employee's duties require travel to a location other than, or in addition to, their normal work location, the Employer shall pay mileage at the rate of fifty-five (55) cents per kilometre from the employee's normal place of employment to the other location and back, or from the employee's home to the other location and back, whichever is the lesser. Where an employee elects to use public transportation for such travel, the Employer shall pay costs as verified by receipt. For trips to conferences, conventions, or meetings where the cost of discount airfare is cheaper than driving, but to which the employee chooses to drive, the employee shall be reimbursed up to the price of the discount airfare.

21:02 Employees will make a reasonable effort to submit expense claims within thirty (30) days of the date the expense is incurred and the Employer will make a reasonable effort to pay the claim within two (2) weeks after receipt of the claim.

21:03 Evening Work

Where an employee is directed to work in the evening, i.e., after 7 p.m., after having worked at least seven and a quarter hours (7.25) hours during the same day, a dinner allowance not to exceed twenty dollars (\$20.00), subject to verification by receipt, shall be provided by the Employer unless dinner is provided by the Employer. If such evening work is not concluded prior to 10 p.m., the Employer shall also provide, subject to verification by receipt, taxi service to the employee's home or to another site of their choice, the cost of which does not exceed the former.

21:04 Professional Development

The Employer recognizes the important role that staff have in contributing to the operations and achievement of USW 1998. Therefore, the Employer is committed to creating an environment that facilitates and enhances the skills training and career development of administrative staff.

If the Employer directs the employee to attend a course, conference, seminar or workshop, the Employer will pay the registration and travel costs. Employees may

also propose professional development initiatives to the Employer, and where approved, employees will be eligible to be reimbursed for costs related to travel, accommodation, and/or registration fees associated with a professional development seminar, conference or workshop. Such reimbursement must be requested in advance of registration, in writing, and must detail the perceived benefit of the opportunity to both the Employee and the Employer. The Employer will consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the opportunity, the needs of the organization, and cost, and accordingly may agree to reimburse all, some, or none of the associated costs. Where approval is denied, the Employer shall provide the employee a rationale for the decision in writing solely for purposes of clarification and to assist with future requests. Provided the documents are submitted at least two days in advance, any reimbursement will be issued no later than the next regular pay day following submission of receipt(s) for reimbursement.

ARTICLE 22: SEVERANCE PAY

22:01 An employee whose employment is terminated through a layoff shall receive severance pay as attached as Schedule 1.

22:02 Should the employee be terminated or otherwise suffer a loss of employment as a result of an Employer-driven action or inaction resulting in the cessation of the business of the Employer, the merger, affiliation or transfer of the Employer's operation to another labour body, or the insolvency or de-certification of the Employer, the employee is entitled to severance pay under Article 22:01. It is understood that an employee shall not be entitled to severance pay should the employee be hired by any successor to the Employer provided that the employee's employment is not disrupted and that their wages and benefits are not reduced.

ARTICLE 23: BENEFITS

23:01 The Employer agrees to continue to pay the premiums to provide the current group insurance program as set out the Steelworkers Life and Health Benefit Plan as set out in Appendix "B".

23:02 MULTI-SECTOR PENSION PLAN

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

1.
 - (a) "Plan" means the Multi-Sector Pension Plan.
 - (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and

- (iii) vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace

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

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed 145 hours of employment with the employer (MSPP eligibility period),¹ except such employees who are age 65 or over as of the commencement date referred in paragraph 2 below and who have elected not to participate in the MSPP by completing the MSPP's Age 65 Opt-Out Form and returning it to InBenefits within the period specified by InBenefits.

2. Commencing _____

- (a) each Eligible Employee shall contribute for each pay period an amount equal to .5% of Applicable Wages to the Plan; and
 - (b) the Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 10% of Applicable Wages to the Plan.
- Notwithstanding the foregoing, no Employee or Employer contributions shall be made to the Plan for an Eligible Employee for hours worked after the end of the year in which the Eligible Employee attains age 71.

- 3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- 4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by the Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable. The financial obligations of the Employer to the MSPP shall in no event exceed the obligation to make contributions as set out in this Collective Agreement, together with interest, plus damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust and Collective Agreement.

5. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.
For further specificity, the items required for each Eligible Employee by Article 5 of the agreement include:

(a) To be Provided at Plan Commencement

date of hire;
date of birth;
Social Insurance Number;
date of first contribution;
seniority list to include hours from date of hire to Employer's fund entry date;
gender.

(b) To be Provided with each Remittance

name;
Social Insurance Number;
monthly remittance broken down by employer and employee contributions;
Applicable Wages;
year to date contributions broken down by employer and employee contributions;
employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

full address;
termination date where applicable (YYYY/MM/DD);
marital status, and any change to marital status;
date of death (if applicable).

(d) To be Provided Annually but no later than December 31

- current complete address listing for all Eligible Employees;
period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
period(s) of lay-off, while subject to recall;
period(s) of absence for pregnancy or parental leave;
period(s) of strike or lockout;
other leaves of absence;
hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.
6. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust in respect of the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.

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 bring to the attention of the Employer any suggestions in this regard.

24:02 The employer recognizes that all members have the right to return home every day safe and sound. The employer has the obligation to inform all members about the hazards in the workplace, and to train and provide members with up-to-date and current Health and Safety legislations. All members under the Occupational Health and Safety Act have the Right to Know, Right to Participate, and the Right to Refuse unsafe work.

A member may exercise their rights to refuse unsafe work when they have reason to believe that their work is likely to endanger themselves or others in a physical capacity or likely to endanger themselves in the case of workplace violence and/or harassment. The member must inform the supervisor as soon as is practicably possible of exercising their Right to Refuse. The Supervisor must immediately begin an investigation and follow all relevant procedures, including reporting and taking all necessary steps to remedy the workplace where it is deemed to be unsafe, as per Sections 43 through 50 of the Occupational Health and Safety Act.

Employer provided Safe return to work plan:

- How to deal with large groups that want to meet
 - o No in person meeting with more than 2 members until July
- Language around unacceptable face coverings (no kerchiefs, scarves)
 - o Employer can provide appropriate masks to visitors

ARTICLE 25: JOB DESCRIPTIONS AND ASSIGNMENTS

25:01 Job Assignments

It is recognized that the Employer's work consists not only of the immediate collective bargaining needs of its membership, the policing of the collective agreement, providing job evaluation analysts and membership services, but of equal importance, the broad interests of the members and their families in the framework of the whole society. The interests of the Employer's members are indivisibly tied together with the whole. The broad and varied interests, activities and responsibilities of the Employer have always required its employees to undertake a wide range of diversified assignments as the need arose. These assignments require varying kinds and degrees of experience, background, competence, training, skill, physical well-being and abilities. Assignments, moreover, are often of a highly specialized nature, requiring consideration of personal attributes and characteristics in order to effectively cope with unusual, peculiar or emergency problems.

Accordingly, employees shall be assigned on a basis that best meets the needs of the Employer and best enables it to carry out its responsibilities to the membership. In exercising its rights to do so, the Employer, in the case of assignments, will give full consideration to length of service, and other relevant factors consistent with fair and equitable treatment as generally applied.

25:02 New or Changed Jobs or Assignments

The Employer agrees to negotiate with the Union, the rate of any new or changed job or assignment prior to the rate being installed. However, if the parties fail to agree on the new rate they shall install the new rate proposed by the Employer and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs or assignments presently in existence.

25:03 Job Descriptions

Current job descriptions are attached in Appendix "C". It is understood and agreed that the Employer may alter, change, add to, or delete the contents of any job in consultation with the union. It is also understood and agreed this right rest solely with the Employer subject to article 25.02 above.

25:04 New Bargaining Units

When the Employer organizes a new bargaining unit, the parties agree to meet to review the impact that a new unit may have of the workload of bargaining unit employees.

ARTICLE 26: TECHNOLOGICAL CHANGE

26:01 The Employer agrees to provide employees whose work is directly affected by the introduction of new technology with the opportunity to receive appropriate training as determined by the Employer, if in the Employer's opinion such training is needed to perform the employee's duties in the current position.

ARTICLE 27: COPIES OF AGREEMENT

27:01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and duties under it. For this reason, the Employer shall provide each employee and the Union with a copy of this Agreement, at no cost, within sixty (60) days of ratification.

ARTICLE 28: NO STRIKES OR LOCKOUTS

28:01 For the duration of this Agreement, there shall no strikes or lockouts, as defined in the Ontario Labour Relations Act.

ARTICLE 29: DURATION

29:01 This Agreement shall continue in force and effect from January 1, 2024, until December 31, 2026.

Either party to this agreement may, not more than ninety (90) days prior to December 31, 2026, present 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 twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.


This agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, that the parties gain the right to strike or lockout, and either Party gives written notice to the other party that the agreement is terminated.

In Witness whereof, the Parties hereto have caused this Agreement to be signed by the duly authorized representatives this _____ day of _____, 2025.


For the Employer

For the Union





Heather Murray (Aug 12, 2025 09:01:58 EDT)




Jan Eichmanis (Sep 4, 2025 10:12:29 EDT)




Kim Walker (Oct 20, 2025 20:35:33 EDT)

tt/COPE491

Appendix A: Recognition

For the purpose of clarification, the Employer and CUPE Local 1281 confirm that the current employees employed at USW Local 1998 as referenced in Article 3.01 are as follows:

Jan Eichmanis

Kimberley Walker

Appendix B: Life and Health Benefits Plan

USW Life and Health Benefit Plan
 Agreement to Append health plan info

<p>Maximum combined amount per calendar year \$400</p> <p>(e) Naturopath/Homeopath: Maximum combined amount per calendar year \$400</p> <p>(f) Osteopath Maximum amount per calendar year \$400</p> <p>(g) Physiotherapist/Athletic Therapist Maximum combined amount per calendar year \$400</p> <p>(h) Psychologist/Psychiatrist/Psychoanalyst/Psychotherapist Maximum combined amount per calendar year \$400</p> <p>(i) Speech Therapist/Pathologist: Maximum combined amount per calendar year \$400</p>	<p>Maximum combined amount per calendar year <u>\$500</u></p> <p>(e) Naturopath/Homeopath: Maximum combined amount per calendar year <u>\$500</u></p> <p>(f) Osteopath Maximum amount per calendar year <u>\$500</u></p> <p>(g) Physiotherapist/Athletic Therapist Maximum combined amount per calendar year <u>\$500</u></p> <p>(h) Psychologist/Psychiatrist/Psychoanalyst/Psychotherapist Maximum combined amount per calendar year <u>\$500</u></p> <p>(i) Speech Therapist/Pathologist: Maximum combined amount per calendar year \$500</p>
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Benefit	Current	Proposal
Paramedical	<p>(a) Acupuncturist: Maximum amount per calendar year \$400</p> <p>(b) Chiropodist/Podiatrist: Maximum combined amount per calendar year \$400</p> <p>(c) Chiropractor: Maximum amount per calendar year \$400</p> <p>(d) Massage Therapist/Kinesitherapist/Orthotherapist:</p>	<p>(a) Acupuncturist: Maximum amount per calendar year <u>\$500</u></p> <p>(b) Chiropodist/Podiatrist: Maximum combined amount per calendar year <u>\$500</u></p> <p>(c) Chiropractor: Maximum amount per calendar year <u>\$500</u></p> <p>(d) Massage Therapist/Kinesitherapist/Orthotherapist:</p>

Hearing	<p>payment up to a maximum of \$500 in any 60 consecutive month period will be made towards the purchase of hearing aids when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of initial batteries.</p> <p>Benefits are not payable for ear tests, examinations, replacement batteries, charges for repairs or maintenance.</p>	<p>payment up to a maximum of <u>\$700</u> in any 60 consecutive month period will be made towards the purchase of hearing aids when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of initial batteries. Benefits are not payable for ear tests, examinations, replacement batteries, charges for repairs or maintenance.</p>
Vision	<ul style="list-style-type: none"> - Reimbursed at 100% - One eye exam every 24 months (every 12 months for children under age 19) up to a maximum of \$100 per person - Lenses, frames, contact lenses or laser eye surgery - up to a combined maximum of \$400 per person in any consecutive 24-month period, or in any consecutive 12-month period for dependent children under the age of 19 - Cataract surgery - once per eye, per lifetime, up to a maximum of \$2,000 per eye 	<ul style="list-style-type: none"> - Reimbursed at 100% - One eye exam every 24 months (every 12 months for children under age 19) up to a maximum of \$100 per person - Lenses, frames, contact lenses or laser eye surgery - up to a combined maximum of <u>\$500</u> per person in any consecutive 24-month period, or in any consecutive 12-month period for dependent children under the age of 19 - Cataract surgery - once per eye, per lifetime, up to a maximum of \$2,000 per eye

Appendix C: Current Job Descriptions

Job Evaluation-Pay Equity Analyst and Membership Services Coordinator: Jan Eichmanis

Schedule and hours: 5 days per week, 8.45 am – 5 pm, Monday through Friday

Reporting: This position reports to the President and takes functional direction from the Job Evaluation Coordinator.

Summary:

Reporting to the President and supporting the USW 1998 Executive, membership, and office staff (release-time USW 1998 members), this is a role that spans the duties of Job Evaluation, Membership Support, Communications and Outreach, and Office Administration.

Job Evaluation:

- Assesses and rates Newly Created Positions, Manager Initiated Reclassifications (MIR), Employee Initiated Reclassifications (EIR) and Union Initiated Reclassifications (UIR) applying the SES/U system, providing analysis and rationale development as per factor rating for presentation to the university.
- Manages data for Newly Created Positions, Manager Initiated Reclassifications (MIR), Employee Initiated Reclassifications (EIR) and assigns positions to the team on a bi-weekly basis, tracking deadlines relating to these assignments, requesting follow-up where necessary and adjusting workload for members of the team as required.
- Ensures processes for Newly Created Positions, Manager Initiated Reclassifications (MIR), Employee Initiated Reclassifications (EIR) and Union Initiated Reclassifications (UIR) are adhered to and keeps up to date record of positions in agreement or positions in dispute as per the Maintenance Protocol for Job Evaluation/Pay Equity at the University.
- Data Management: creates, runs and interprets customized queries for statistical reporting, quantitative analysis and strategic planning.
- Identifies opportunities for member reclassification based on job content relating to the SES/U system.
 - Answers member inquiries about the Job Evaluation process.
 - Researches positions for job class placement, department structure, current and past JDs, previous evaluations, similar positions recently evaluated, etc.
 - Counsels members on the completion of the Questionnaire or Statement of Significant Change form, including the steps of the process, assessments, reclassifications and application of factor language.
 - Facilitates members' understanding of the SES/U factor language and rationales to help them effectively capture their job duties in the Questionnaire or Statement of Significant Change form.
 - Provides initial assessment of position while working with members on Questionnaire or Statement of Significant Change form.
 - Identifies whether members' job class placement is appropriate and communicates key areas the member can address to remedy.
- Composes and drafts 'Dispute Resolution Forms', referee and/or arbitration briefs outlining the nature of disputes between the joint USW and U of T job evaluation committees, which involves:
 - Reviewing all factors in dispute, comparing nature of dispute to factors either previously disputed or agreed to for other job classes.

- Synthesizing information presented in member questionnaires and SSCFS, forming arguments for each sub-factor dispute using language which is persuasive and comprehensive to a referee or an arbitrator who may not be familiar with specific job content.
- Attends negotiations between joint USW and U of T meetings supporting and participating in negotiations and presenting information as it is reviewed for USW positions.
- Tracks JEC email account to respond to member inquiries, and process communications from the university relating to member positions for the purposes of tracking positions requesting reclassification or newly created positions ensuring compliance with the maintenance protocol for job evaluation.
- Reviews BURC positions and makes recommendations on the suitability of exclusion/inclusion in the USW bargaining unit.
- Responds to inquiries from officers of Local 1998 such as members of the grievance committee, stewards and seconded staff on issues relating to job evaluation as they relate to other processes of the local.
- Provides JE analysis and/or comparative arguments as required to help the Local advocate on behalf of members.

Membership Support:

- Provides member services related to job evaluation issues for members on all three campuses by arranging drop-in days, one-on-one consultation meetings with members, arranging educational sessions and materials for them.
- Provides intake and triage services for members in distress when stewards or grievance offices are unavailable. Provides basic advice, employs de-escalation skills, refers the member to support services as necessary (e.g, Lifeline Foundation), and connects them with their Steward or Grievance Co-Chair.
- On a back up basis, shares responsibility for maintenance of the info@usw1998.ca email account. Researches and answers inquiries, including matters pertaining to individual unit collective agreements, referring matters as appropriate.
- Supports strategies for projects and internal administrative efficiencies.
- May provide administrative support for events such as special meetings, annual holiday party, etc.
- Supports Local member committees, events and initiatives.

Local 1998 Office Administration:

Website Administration:

- Updates, generates and/or modifies dedicated pages, sliders, blog posts and plugins for www.usw1998.ca on behalf of the President, Grievance Committee, Unit Chairs and the Job Evaluation Committee.
- Uploads documentation to the website and makes decisions on appropriate display and placement of content.
- Creates graphics for presentation on the website according to specifications and modifies existing graphics for compatibility.
- Applies Standards on Web Usability to pages and posts to ensure visual and textual information is effective and up to date.

- Researches and recommends software and technology that meets the needs of the organization such as integrated Grievance/Job Evaluation management software and participates in the vendor selection process.
- On a back up basis, coordinates weekly digital newsletters and additional e-campaign notices as required.

Job Evaluation-Pay Equity Analyst and Membership Services Coordinator: Kim Walker

Schedule and hours: 5 days per week, 8.45 am – 5 pm, Monday through Friday

Reporting: This position reports to the President and takes functional direction from the Job Evaluation Coordinator.

Summary:

Reporting to the President and supporting the USW1998 Executive, membership, and office staff (release-time USW1998 members), this is a varied role that spans the duties of Job Evaluation, Membership Support, Communications and Outreach, and Office Management.

Job Evaluation:

- Assesses and rates Newly Created Positions, Manager Initiated Reclassifications (MIR), Employee Initiated Reclassifications (EIR) and Union Initiated Reclassifications (UIR) applying the SES/U system, providing analysis and rationale development as per factor rating for presentation to the university.
- Identifies opportunities for member reclassification based on job content relating to the SES/U system.
 - Answers member inquiries about the Job Evaluation process.
 - Researches positions for job class placement, department structure, current and past JDs, previous evaluations, similar positions recently evaluated, etc.
 - Counsels members on completion of the Questionnaire or Statement of Significant Change Form, including the steps of the process, assessments, reclassifications and application of factor language.
 - Facilitates members' understanding of the SES/U factor language and rationales to help them effectively capture their job duties in the Questionnaire or Statement of Significant Change Form.
 - Provides initial assessment of position while working with members on Questionnaire or Statement of Significant Change Form.
 - Identifies whether members' job class placement is appropriate and communicates key areas members can address to remedy
- Composes and drafts 'Dispute Resolution Form' submissions, referee and/or arbitration briefs outlining the nature of disputes between the joint USW and U of T job evaluation committees, which involves:
 - Reviewing all factors in dispute, comparing nature of dispute to factors either previously disputed or agreed to for other job classes.
 - Synthesizing information presented in member questionnaires and SSCFS, forming arguments for each sub-factor dispute using language which is persuasive and comprehensive to a referee or an arbitrator who may not be familiar with specific job content
- Attends negotiations between joint USW and U of T meetings, supporting and participating in negotiations or presenting information as it is reviewed for USW positions

- Provides JE analysis and/or comparative arguments as required to help the Local advocate on behalf of members.
- Responds to inquiries from officers of Local 1998 such as members of the grievance committee, stewards and seconded staff on issues relating to job evaluation as they relate to other processes of the local.
- Liaises with the Ontario Equal Pay Coalition, attends meetings and coordinates Equal Pay Day Events to raise awareness of Pay Equity amongst the membership, and on campus.
- Tracks data and notifications related to the BURC (Bargaining Unit Inclusion/Exclusion process) and coordinates review by the team. Assesses BURC positions and makes recommendations regarding bargaining unit inclusion and exclusion.

Membership Support:

- Provides member services related to job evaluation issues for members on all three campuses by arranging drop-in days, one-on-one consultation meetings with members, and arranging educational sessions and materials for them.
- Provides intake and triage services for members in distress when stewards or grievance officers are unavailable. Provides basic advice, employs de-escalation skills, refers the member to support services as necessary (eg. Lifeline Foundation), and connects them with their Steward or Grievance Co-Chair.
- As required, shares responsibility for maintenance of the info@usw1998.ca email account. Researches and answers inquiries, including matters pertaining to individual unit collective agreements, referring matters as appropriate.
- Supports Local member committees, events, and initiatives, and strategies for projects.
- As required, coordinates education materials and targeted support services and communications to address specific needs of the membership, eg. training for new or existing Stewards, members in the redeployment pool, or those recently impacted by a reorganization, etc.
- As required, coordinates and oversees election and contract votes (Strike Mandate, Ratification Vote) with direction and approval of the Tellers Committee and/or President, as appropriate. Recruits members and casual staff to teller; schedules shifts and polling station assignments, subject to approval of Teller's Committee and/or President, as appropriate. Ensures ethical standards and procedures are met and no conflict of interest exists (eg. no bargaining committee members teller, etc). Provides training and directs tellers on the process, coordinating operations on Election Day (ID requirements, segregated vs. non-segregated ballots, list management, proper sealing of ballot boxes, secure delivery of materials to each polling station, etc). Coordinates relief shifts so tellers can take breaks, and acts as a backup teller as necessary. Coordinates the count process, under approval of the Tellers Committee and/or President, reporting any issues or changes in process.
- As required, delivers New Member Orientations.
- As required, coordinates, supports and develops special projects to serve member needs.
- May provide administrative support for events such as special meetings, annual holiday party, etc.

Communications and Outreach:

- Writes, researches, edits, designs and coordinates layout and production of hardcopy print communications and promotional materials, including the membership-wide

Newsmagazine *The Steeldrum*, Contract Highlights Packages, and other materials (e.g: New Member Welcome packages, Surveys, Logos, postcards, etc.

- Works with members of the newsletter committee to maximize member involvement and contribution to the newsletter.
- As required, performs research, writing, editing and project coordination as required for special campaigns (eg. notinmyworkplace.com anti-bullying campaign)
- On a back-up-basis, coordinates weekly member digital newsletters and additional e-campaign notices. Writes, edits, researches content. Eg. Coordinates and drafts bargaining updates, informational notices, FAQs, communications for approval by President.

Local 1998 Office Administration:

- Provides input into software and technology that meets the needs of the organization such as integrated Grievance/Job Evaluation management software, email and IT management.
- As required, maintains user accounts for executive, stewards and staff. Maintains confidential communications, lists, and related accounts (Mailchimp, Survey Monkey, Cpanel, etc)

Appendix D: Salaries

Annual Salary/Hourly Rate

Effective January 1, 2024

6% ATB Increase

Effective January 1, 2025

2% ATB Increase

Effective January 1, 2026

1.8% ATB Increase

2024 – 6%	\$110,694.99 / \$59.41/hr
2025 – 2%	\$112,908.89 / \$60.60/hr
2026 – 1.8%	\$114,941.25 / \$61.69/hr

Schedule 1: Severance

Severance Schedule

Continuous Years of Service at Date of Layoff (years)	Enhanced Severance Pay Effective Date of Layoff (weeks)	leaving the re-deployment pool early, as follows:		
		0 – 6 months (weeks)	6-12 months (weeks)	12+ months (weeks)
0	0	0	0	0
1	2	0	0	0
2	4	0	0	0
3	6	1	1	1
4	8	3	2	2
5	11	7	6	6
6	13	9	7	7
7	15	11	8	8
8	18	13	9	9
9	20	15	12	10
10	26	17	13	11
11	28	19	14	12
12	30	21	16	13
13	32	23	18	15
14	34	25	20	17
15	38	27	22	19
16	42	29	24	21
17	46	31	26	23
18	48	33	28	25
19	50	35	30	27
20	53	37	32	29
21	56	39	34	31
22	57	41	36	33
23	58	43	38	35
24	59	45	40	37
25	60	46	42	39
26	61	47	43	41
27	62	48	44	43
28	63	49	45	45
29	64	50	47	47
30+	65	52	52	52

SCHEDULE A

MULTI-SECTOR PENSION PLAN

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

1.
 - a) "Plan" means the Multi-Sector Pension Plan.
 - b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
 - (v) _____;

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

- c) "Eligible Employee" means all employees in the bargaining unit who have completed 145 hours of employment with the employer (MSPP eligibility period),¹ except such employees who are age 65 or over as of the commencement date referred in paragraph 2 below and who have elected not to participate in the MSPP by completing the MSPP's Age 65 Opt-Out Form and returning it to InBenefits within the period specified by InBenefits.

2. Commencing January 1, 2027

- (a) each Eligible Employee shall contribute for each pay period an amount equal to .5 % of Applicable Wages to the Plan; and
- (b) the Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 10 % of Applicable Wages to the Plan.

Notwithstanding the foregoing, no Employee or Employer contributions shall be made to the Plan for an Eligible Employee for hours worked after the end of the year in which the Eligible Employee attains age 71.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective

Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by the Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable. The financial obligations of the Employer to the MSPP shall in no event exceed the obligation to make contributions as set out in this Collective Agreement, together with interest, plus damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust and Collective Agreement.

5. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.
For further specificity, the items required for each Eligible Employee by Article 5 of the agreement include:

(b) To be Provided at Plan Commencement

date of hire;
date of birth;
Social Insurance Number;
date of first contribution;
seniority list to include hours from date of hire to Employer's fund entry date;
gender.

(b) To be Provided with each Remittance

name;
Social Insurance Number;
monthly remittance broken down by employer and employee contributions;
Applicable Wages;
year to date contributions broken down by employer and employee contributions;
employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

full address;
termination date where applicable (YYYY/MM/DD);
marital status, and any change to marital status;
date of death (if applicable).

(d) To be Provided Annually but no later than December 31

current complete address listing for all Eligible Employees;

period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
period(s) of lay-off, while subject to recall;
period(s) of absence for pregnancy or parental leave;
period(s) of strike or lockout;
other leaves of absence;
hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

6. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust in respect of the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.

Employer:



Authorized Signature

Multi-Sector Pension Plan, by its Trustees:



Sam DeFranco (Sep 4, 2025 23:18:00 EDT)

Authorized Signature