

# **COLLECTIVE AGREEMENT**

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Between

**Ontario Confederation of University Faculty  
Associations**

and

**Canadian Union of Public Employees and its Local  
1281**

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Term of the Agreement:

**January 1, 2025 – December 31, 2028**

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## **ARTICLE 1 – RECOGNITION**

- 1.1. The Parties to this Agreement are the Ontario Confederation of University Faculty Associations (OCUFA) and the Canadian Union of Public Employees (CUPE) and its Local 1281.
- 1.2. The Employer recognizes the Canadian Union of Public Employees Local 1281, as the exclusive bargaining agent for all Employees of OCUFA regularly employed for sixteen (16) hours per week or more, save and except the Executive Director and the Associate Executive Director.
- 1.3. In this Agreement, the word Employer refers to OCUFA; the word Union refers to CUPE Local 1281 and the word Employee refers to members of the Bargaining Unit as defined in Article 1.2.
- 1.4. The Employer acknowledges the right of all Employees to be assisted by Union Officers and Stewards in all matters dealing with their employment. The Employer recognizes the duty of the Union Officers and Stewards to assist, and if requested represent, Employees in all matters when dealing with the Employer.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.1. The Union recognizes the right of the Employer to manage and direct the organization and to hire, promote, assess, evaluate or discipline, discharge, dismiss or terminate the employment of an Employee for any reason for just cause subject to the provisions of this Agreement and the right of any Employee to lodge a grievance.
- 2.2. Employee evaluations are conducted by the Executive Director or their designate on behalf of the Board of Directors (“the Board”).
- 2.3. Discipline of an Employee is imposed by the Executive Director or their designate on behalf of the Board.
- 2.4. The Staff Relations Committee may, upon the recommendation of the Executive Director or their designate, discharge, dismiss or terminate the employment of an Employee on behalf of the Board.
- 2.5. In its exercise of these rights and in conducting its employment relations the Employer shall act in a manner that is fair, reasonable, equitable, non-discriminatory, in good faith and consistent with the terms of this Agreement.

## **ARTICLE 3 – PAST PRACTICE**

- 3.1. All rights, benefits, privileges and working conditions that are reasonable, certain and known which all Employees or a group thereof now enjoy, receive, possess or are eligible for as Employees of OCUFA shall continue insofar as they are not inconsistent with the terms of this Agreement. They may be modified, however, by mutual agreement between the Parties.

## **ARTICLE 4 – NO DISCRIMINATION**

- 4.1. The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to an Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise, by reason of age, race, creed, colour, national origin, political or religious affiliation or beliefs, political activity, sex, sexual preference, sexual orientation, gender identity, marital status, parental status, number of dependents, place of residence, record of offences, medical record, physical handicap or disability where it does not prevent the performance of the duties of the position, their activity or lack of activity in the Union, nor by reason of the exercise of any of the rights contained in this Agreement.
- 4.2. For the purposes of this Agreement, "spouse" designates wife, husband, common law wife, common law husband, and lesbian and gay co-habitant partners. A common law or co-habitant partner is defined as one who is designated by the Employee, is currently co-habiting with the Employee, and has been co-habiting with the Employee for a period of at least twelve (12) months.

This definition of "spouse" shall apply to all articles of this Agreement, including but not restricted to Articles 21.5, 25.1, 26 and 27.1. It shall determine the definition of all other familial relationships referred to in this Agreement, including but not restricted to the definition of "child" which shall include the Employee's partner's child and the definition of "in-law" which shall include equivalent relationships flowing from common law or lesbian/gay partner relationships.

Other terms used in this Article shall bear the same meaning as terms used in the Human Rights Code, R.S.O. 1990, c H. 19 (above) and the *Occupational Health and Safety Act*, R.S.O. 1990 c. O.1 (below).

- 4.3. No Harassment
- a) Definition of Workplace Harassment

Workplace harassment shall be defined as a course of vexatious comment or conduct against an Employee that is known or ought reasonably to be known to be unwelcome. The definition of workplace harassment includes workplace sexual harassment.

**b) Definition of Workplace Sexual Harassment**

Workplace sexual harassment shall be defined as: a) engaging in a course of vexatious comment or conduct against a worker, in a workplace because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or b) making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know the solicitation or advance is unwelcome.

**4.4. Harassment Training**

- a) All existing Employees will receive Harassment and Workplace Violence training within six (6) months of the ratification of the Collective Agreement.
- b) All new Employees of OCUFA will receive Harassment and Workplace Violence training within six (6) months of being hired.
- c) The Joint Union-Employer Committee will mutually agree to the content, length, and style of training and will review the training on an annual basis, or following any amendments to any applicable legislation. The Union and Employer will mutually agree on the selection of external trainers.
- d) Costs associated with providing training shall be borne by the Employer.

**4.5. Harassment Discussions, Complaints, and Investigations**

A Competent Person will be appointed to investigate the complaint. A Competent Person

- a) is impartial;
- b) has knowledge, training and experience in issues relating to workplace violence and harassment;
- c) has an understanding of alternative dispute resolution;
- d) and has knowledge of the relevant law.

The Executive Director of OCUFA or their designate may conduct the investigation as long as both the Union and Employer agree, and the complaint does not directly involve the Executive Director or their designate, and the Executive Director or their designate has completed the appropriate training as noted above.

The investigator will interview the complainant, the respondent, and any witnesses. Information gathered will be kept confidential, except where disclosure is necessary for the investigation or for subsequent discipline or remedial measures.

To ensure the investigation is fair and effective, all participants must keep all information about it confidential. That means the investigator will not discuss the investigation with anyone unless it is necessary to conduct the investigation itself or to permit the Employer or Union to follow up with discipline or other remedial measures. The complainant, respondent, and all witnesses must also keep confidential all communications they have with the investigator and may not disclose any information they provide to the investigator or obtain from the investigator about the complaint and the investigation, unless they are permitted to do so under a collective agreement or by law.

Once the investigation is complete, the investigator will produce a written report for the Employer and the Union with their factual findings, and conclusions as to whether the conduct complained about constitutes harassment, and their recommendations. If the investigator concludes that violence or harassment occurred, the Employer will adopt or implement any reasonably practicable controls recommended by the investigator that would prevent a recurrence. The Employer may also take appropriate disciplinary action against the perpetrator of the violence or harassment.

4.6. Retaliation against any Employee for filing a complaint or co-operating with an investigation is prohibited and will be investigated and acted upon.

4.7. ANTI-OPPRESSION AND ANTI-BIAS TRAINING

- a) All existing Employees and representatives of the Employer who participate in hiring will receive Anti-Oppression and Anti-Bias training within six (6) months of the ratification of the Collective Agreement, which will include training on eliminating bias in hiring.
- b) All new Employees of OCUFA will receive Anti-Oppression and Anti-Bias training within six (6) months of being hired.
- c) The Joint Union-Employer Committee will mutually agree to the content, length, and style of this training and will review the training on an annual basis or following any amendments to any applicable legislation. The Union and Employer will mutually agree on the selection of external trainers.
- d) Cost associated with providing training shall be borne by the Employer.

## **ARTICLE 5 – UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES**

- 5.1. Within one (1) week of the signing of this Agreement, and throughout their term of employment, all members of the Bargaining Unit shall provide up-to-date personal contact information, including a telephone number, email, and home mailing address to the Employer and the Union, to be maintained confidentially by each party for internal communications.
- 5.2. Within one (1) week of signing of this Agreement, all members of the Bargaining Unit shall, as a condition of employment, become and remain members of the Union in good standing, according to the constitution and bylaws of the Union. As a condition of employment, all new members of the Bargaining Unit shall become and remain members in good standing of the Union within thirty (30) days of employment.
- 5.3. The Employer shall deduct from the salary of every member of the Bargaining Unit any dues, initiation fees, or assessments levied by the Union on its members.
- 5.4. Deductions shall be made from salaries once each month and shall be forwarded to the Treasurer of the Union not later than the 20<sup>th</sup> day of that month, accompanied by a list of names, addresses and job titles of Employees from whom deductions have been made. A copy of this list shall be forwarded by the Employer to the national headquarters of the Union.
- 5.5. At the same time as Income Tax (T-4) slips are made available the Employer shall type on the amount of union dues paid by each union member in the previous year.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.1. A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement.
- 6.2. Information relating to Employee grievances and the identity of an Employee grievor shall be treated on a confidential "need to know" basis.
- 6.3. Types of grievance:
  - a) An individual grievance is a grievance relating to an individual Employee;
  - b) A group grievance is a grievance relating to a group of Employees similarly affected by the Employer's action;
  - c) A policy grievance is a grievance by the Union, which may involve a matter of general policy or of general application of the Collective Agreement. Formal policy grievances shall be lodged at Step Two.

6.4. Informal

Before the formal grievance procedure is initiated, every reasonable attempt shall be made to resolve the matter by informal discussion. If the Union has a grievance, the Union shall first discuss the matter with the Executive Director or their designate. If a grievance is resolved at this stage, the resolution shall be put in writing and countersigned by both the Executive Director or their designate and the Union.

6.5. Formal

A formal grievance shall be in writing, signed by the Union, and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

6.6. STEP ONE:

Failing settlement at the Informal Stage, the Union may lodge a formal individual or group grievance with the Executive Director or their designate. The grievance shall be lodged within fifteen (15) working days of the events giving rise to the grievance or within fifteen (15) working days of when the Union or the Employee might reasonably claim to have become aware of the events giving rise to the grievance. The Executive Director or their designate shall within five (5) working days schedule a meeting with the grievor(s) and the Union. The meeting shall be held within fifteen (15) working days of the receipt of the written grievance. The Executive Director or their designate shall reply within fifteen (15) working days of the meeting accepting or denying the grievance. If a grievance is resolved at this stage, the agreed resolution shall be put in writing and countersigned by the Union and the Executive Director or their designate.

6.7. STEP TWO:

The Union shall lodge a grievance at Step Two to the Chairperson of the Staff Relations Committee with a copy to the Executive Director or their designate:

- a) within fifteen (15) working days of the events giving rise to the policy grievance, or within fifteen (15) working days of when the Union might reasonably claim to have become aware of the events giving rise to the grievance; or
- b) within fifteen (15) working days of the denial of an individual or group grievance at Step One.

The Chairperson of the Staff Relations Committee or delegate shall within five (5) working days schedule a meeting with the grievor(s), the Union and the Executive Director or their designate. The Step Two meeting shall be held within twenty (20) working days of the receipt of the written grievance. The Chair of the Staff Relations Committee shall provide a written reply to the Union within fifteen (15) working days accepting or denying the grievance.

- 6.8. Failing settlement at Step Two, the Union may give written notice of intention to submit the grievance to an arbitrator for final and binding arbitration; such notice shall be given no later than ten (10) working days after receipt of the written reply of the Chair of the Staff Relations Committee denying the grievance at Step Two.
- 6.9.
- a) If the Employer fails to reply within the required time limits as set in Articles 6.6 or 6.7 the Union may proceed with the grievance to the next step at the expiration of such time limit.
  - b) If the Union takes no action on a grievance within the time limits specified in Articles 6.6, 6.7, 6.8 the grievance shall be deemed to have been withdrawn or settled as the case may be.
  - c) Any of the time allowances set out in this Article may be extended if mutually agreed to in writing. It is agreed that any of the time limits set out in this are automatically suspended during the vacation, holiday or leave of the grievor(s), the Union, the Executive Director or their designate, and the Chair of the Staff Relations Committee.
- 6.10. If the Union notifies the Employer in writing of an alleged violation of this Agreement, but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Further, the withdrawal of a grievance at any stage shall be without prejudice to the Union's interpretation of the Collective Agreement.

## **ARTICLE 7 – ARBITRATION**

- 7.1. Grievances referred beyond Step Two, under Article 6.8, shall be heard by a single Arbitrator.

The Union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator from the list in Article 7.1 The Employer shall respond within ten (10) working days, either agreeing to the Union's proposed Arbitrator or suggesting an alternate Arbitrator from the list in Article 7.1. If the Parties cannot agree on an Arbitrator within twenty (20) days, either Party may request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

The Parties agree to the following list of arbitrators:

Bill Kaplan  
Jasbir Parmar  
Sheri Price  
Elizabeth McIntyre

- 7.2. Each Party shall bear the expenses of its representatives, participants, and witnesses, and of the preparations and presentation of its own case. The fees and expenses of the Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the Parties.
- 7.3. The Arbitrator shall have no authority to add to, subtract from, modify, change, alter, or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to give them specific authority to do so or to make an award which has such effect.
- 7.4. The Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
- 7.5. The Arbitrator shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances. Normally, Employees who are found to be unjustly suspended or discharged shall be immediately reinstated in their former positions without loss of seniority and shall be compensated for all monetary losses, including salary and benefits.
- 7.6. The Arbitrator shall have the authority to allow all reasonable amendments to the grievance and the authority to waive formal, procedural or technical irregularities in order to determine the real matter in dispute, but shall not have the authority to waive the initial time limit as set out in Article 6.6. No grievance shall be defeated or denied by any formal, procedural or technical objection.
- 7.7. Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene to clarify the decision.

## **ARTICLE 8 – NO STRIKES/NO LOCKOUTS**

- 8.1. The Parties agree not to undertake any strike or lockout so long as this Agreement continues to operate.
- 8.2. No Employee shall be requested or required to cross a picket line in the course of their employment or to perform the work of any striking Employee of any organization other than the Employer.
- 8.3. No Employee shall be disciplined for refusing to cross a picket line or to perform struck work.

## **ARTICLE 9 – PERFORMANCE FILES, DISCIPLINE, SUSPENSION, AND DISMISSAL**

- 9.1. The Executive Director or their designate shall keep the performance file for each Employee. The performance file shall contain any complaints about the Employee and all documentation upon which the Employer would base any disciplinary action. Employees shall be notified whenever new documents are added to the performance file. Upon reasonable notice, an Employee and/or their authorized representative shall be able to inspect the contents of the file, copy them, and add any relevant comments and/or material. No document may be released from the file physically or verbally, except for confidential use by the Employer, without the Employee's prior consent in writing upon each occasion of such release.
- 9.2. An Employee must be informed of any complaint or accusation, which may be detrimental to their advancement or reputation, when the complaint or accusation is made. It is understood that copies of written complaints or accusations shall be provided to the Employee. Failing compliance with these requirements, such expression(s) of dissatisfaction shall not become part of their performance file and shall not be used against them in any way.
- a) Any complaints and/or accusations that have not led to disciplinary action shall be removed from the Employee's performance file after eighteen (18) months provided that:
- i) No further complaints and/or accusations have been placed in the Employee's file during that two-year period.
  - ii) No other discipline of the Employee has occurred within the two (2) year period.
  - iii) Notwithstanding i) and ii), any complaint, or accusation investigated and found to be unjustified by the Employer shall immediately be removed from the performance file.
  - iv) In accordance with Article 6.9 (c) any time limits set out in Article 9.2 are automatically suspended and paused during any vacation, holiday, or leave of the Employee. The remaining time limits will resume where paused when the Employee returns to their position on a full-time basis or pro-rated in the event of a part-time basis.
- 9.3. No anonymous material shall be contained in an Employee's file or used in any evaluation or other procedure under this Agreement.
- 9.4. GENERAL AND DEFINITIONS
- a) An Employee may be disciplined only for just, reasonable, and sufficient cause (hereinafter referred to as "cause"). Such disciplinary measures shall be reasonable and commensurate with the seriousness of the violations, and consistent between Employees and with past practice.

- b) The only disciplinary measures that may be taken are the following:
  - i) a letter of warning
  - ii) a letter of reprimand
  - iii) suspension(s) with pay
  - iv) suspension(s) without pay
  - v) dismissal for cause
- c) Letters of warning or reprimand must be clearly identified as being disciplinary measures and must be copied to the Union.
- d) Suspension is the act of the Employer in relieving an Employee of all duties for cause without their consent.
- e) Dismissal for cause means the termination of an appointment by the Employer without the consent of the Employee. It is understood by the parties that neither the expiry of a limited term appointment nor the lay-off of a regular or limited term Employee pursuant to Article 16 shall constitute unjust dismissal.
- f) An Employee shall have the right to have a Union representative present at any discussion with the Employer which the Employee believes might lead to discipline.

#### 9.5. PROCEDURES FOR DISCIPLINE AND DISMISSAL

- a) Except as provided in Article 9.5.g), the Employer shall only dismiss an Employee after taking steps to correct a fault or behaviour of the Employee by lesser forms of discipline beginning with a written warning. As a final step, the Employer shall notify the Employee in writing that failure to meet certain specific standards within a specific period of time shall lead to dismissal. A copy of the letter shall be sent to the Union.
- b) The Executive Director or their designate shall initiate discipline procedures by notifying the Employee in writing to meet with them in the presence of the appropriate manager and a Union Steward. The Employee shall have the right to be represented by the Union at this meeting and the Executive Director or their designate shall inform the Employee of that right at the time that the Employee is notified of the meeting. Notice of the meeting shall be sent to the Employee, with a copy to the Union, within twenty (20) days of the date the Employer knew of the occurrence of the matter giving rise to the discipline. The meeting shall take place within five (5) days of the written notification. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.

- c)
- i) **If no satisfactory solution is reached at the meeting provided for in Article 9.5.b), the Executive Director or their designate shall take one of the following actions if the intention is to proceed with discipline:**
    - i. **further investigate the alleged incident and, following the investigation, advise the Employee in writing, with a copy to the Union, of the disciplinary measure(s). The investigation must be completed within twenty (20) days from the date of the meeting provided for in Article 9.5.b). However, and provided that the Employer has conducted the investigation with reasonable dispatch and with the agreement of the Union, the time for investigation and implementation of disciplinary measure may be extended if more time is required for the Employer to obtain or review further information or documents reasonably required to complete the investigation, or,**
    - ii. **advise the Employee in writing, with a copy to the Union, of the disciplinary measure(s).**
  - ii) **Notification of disciplinary measures must include full disclosure of the specific details of the alleged cause for the discipline including all names, places, and dates of the alleged incidents. This notice shall be sent by mail to the Employee, with a copy to the Union, within five (5) days of the meeting provided for in Article 9.5.b), or the completion of any investigation according to Article 9.5.c)i). Any disciplinary measure(s) which is not confirmed in writing in this manner shall not form part of an Employee's performance file.**
- d) **The Employer shall not introduce at arbitration any notice of discipline of which the Employee was not aware or any material which is not properly part of the Employee's performance file. Any evidence introduced at an arbitration relating to discipline shall be confined to that which is relevant to the grounds of the notice of discipline referred to in Article 9.5.c)ii).**
- e) **An Employee who is suspended or dismissed shall be retained at, or returned to, active duties with full salary and benefits until any grievance contesting such disciplinary measure(s) has been finally resolved through the grievance and arbitration procedures set out in Articles 6, 7 and 9.5.h), or the time limits for filing such a grievance under Article 6 have expired.**
- f) **Notwithstanding 9.5.e), if the Employer considers that the continued presence of the Employee constitutes a disruption serious enough to put in danger the effective operation of the organization, the Employer shall have the discretion to suspend the Employee from duty with full pay and benefits until such time as the Employer considers the Employee's return to duty to be suitable.**

- g) Notwithstanding Article 9.5.e) and 9.5.f), where the Employer believes on reasonable grounds that an Employee has committed an act of negligence or misconduct of sufficient gravity in and of itself to constitute cause for dismissal, the Employer may suspend the Employee with pay for a period of up to twenty (20) working days. The Employer shall conduct a diligent investigation pursuant to Article 9.5.c)i). If, on the basis of that investigation, the Employer reasonably concludes that there is clear and compelling evidence that the Employee has committed such an act, the Employer may discipline the Employee in accordance with the disciplinary measures in Article 9.4.b) Should a grievance be filed, this discipline shall be resolved through the arbitration procedure specified in Article 7 and in accordance with Article 9.5.h).
- h) If an Employee grieves against discipline, and the grievance proceeds to arbitration, both Parties shall expedite the hearing of the matter so that a decision shall be rendered within at most four (4) months from the appointment of the arbitrator. The Parties agree that in order to expedite the hearing the arbitrator chosen must agree to render the decision within a period of four (4) months from the time of their appointment.

#### 9.6. CRIMINAL CHARGES AND CONVICTION

- a) The Parties recognize that the action of an Employee while carrying out work duties may result in discipline or criminal action or both. Any disciplinary procedures which follow from the events that give rise to the charge or conviction shall be subject to all the protection of this Agreement.
- b) In the event that an Employee is accused of an offence which requires a court appearance, they shall be granted leave of absence with full pay and benefits to which they would otherwise be entitled, for the actual time of the appearance. In the event that the accused Employee is jailed awaiting a court appearance, they shall receive leave with pay, to a maximum of three (3) months' pay.
- c) If an Employee is incarcerated following a conviction, and the Employer does not elect to discipline or dismiss, the Employee shall be granted leave of absence without pay for a maximum period of two (2) years. The Employee shall have the option of taking annual vacation leave to which they are entitled in lieu of all or part of the leave without pay.
- d) As far as circumstances allow, where the Employer does not elect to discipline or dismiss, an Employee who has been charged and convicted but not incarcerated, shall continue to pursue their normal duties.
- e) Unless an Employee has been dismissed for cause, the Employer shall support a rehabilitation program for an Employee who has been convicted but not incarcerated.

- 9.7. a) Any record of discipline shall not be used against an Employee at any time after eighteen (18) months following any disciplinary measure, provided that no subsequent disciplinary procedure has been commenced within that period.
- b) In accordance with Article 6.9 (c) any time limits set out in Article 9.7 are automatically suspended and paused during any vacation, holiday, or leave of the Employee. The remaining time limits will resume where paused when the Employee returns to their position on a full-time basis or pro-rated in the event of a part-time basis.
- 9.8. In grievances or arbitrations of disciplinary action, the burden of proof of just cause lies upon the Employer. Such grievances may be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 10 – JOB DESCRIPTIONS AND CLASSIFICATIONS**

- 10.1. Job descriptions shall be established for all positions. Each position shall be assigned within the job classifications set out in Article 10.3. In establishing or modifying job descriptions and titles, the Employer shall consult with the Union and the Employee concerned.
- 10.2. It is understood that these job descriptions and titles shall be reviewed and revised in consultation with the Union. Disputes regarding job descriptions, titles and classifications are subject to the grievance procedure.
- 10.3. Job Classification Schedule:
- Administrative/Accounting Level A
  - Administrative/Accounting Level B
  - Policy Level A
  - Policy Level B

## **ARTICLE 11 – ANNUAL REVIEWS**

- 11.1. There will be an annual discussion between the Executive Director or their designate and each Employee to review their work during the previous year, to discuss goals and objectives for the coming year, and to provide the Employee with an opportunity to discuss their work assignments with the Executive Director or their designate.

## **ARTICLE 12 – EMPLOYEE STATUS**

- 12.1. Employees shall fall into one of the following categories: Regular full-time, Regular part-time, Regular reduced-load, Limited Term full-time, Limited Term part-time.
- 12.2. Part-time Employees shall have full rights under this Agreement.

- 12.3. A full-time Employee shall be defined as an Employee who normally works thirty-five (35) hours per week (except as provided in Article 18.3); a part-time Employee shall be defined as an Employee who normally works sixteen (16) or more hours per week, but less than thirty-five (35).
- 12.4. A Regular reduced-load Employee is one who has been hired as a Regular full-time Employee and whose application to have their workload reduced has been approved by the Employer.

Any Regular full-time Employee may apply to the Employer for status as a Regular reduced-load Employee for a specified period of time. On receipt of such an application in writing the Employer shall meet with the Employee within fourteen (14) working days to discuss the same.

- a) A reduced load must consist of a minimum of seventeen and a half hours (17½) a week.
- b) If such a reduction is granted, salary and the Employer's contribution to salary based fringe benefits will normally be reduced in proportion to the work-load reduction, but, Employees applying for such status may also apply for a continuation of the Employer's contribution to salary-based fringe benefits on a full-time basis, and the Employer may approve same, depending on the nature of the reduction and the Employer's judgment as to the degree to which it is in the best interests of OCUFA and the Employee.
- c) The granting of requests for reduced-load appointments must not lead to the contracting out of Bargaining Unit work except where the reduced load appointment is of a short-term duration not exceeding six (6) consecutive months [as provided in Article 12.8.a)].
- 12.5. Employees shall be hired as either:
- a) Regular Employee whose employment shall cease only upon retirement, resignation, position redundancy, termination of lay-off rights or discharge for cause, or
- b) A Limited Term Employee hired for a definite and limited duration to perform duties normally performed by members of the Bargaining Unit.
- 12.6. Any Limited Term Employee per Article 12.5.b) shall, after twenty-four (24) months of cumulative employment in a continuous forty-eight (48) calendar month period, if they choose, become a Regular Employee.
- 12.7. All benefits and entitlements under this Agreement shall be pro-rated in the case of Limited Term Employees in proportion to the portion of a year for which an Employee is hired and/or the portion of a regular week that the Employee works.

- 12.8. The Union recognizes the right of the Employer to retain the services of "consultants" to perform Bargaining Unit work in the following circumstances, and subject to Article 12.9:
- a) To assume the responsibilities of a full-time Employee on a short-term reduced appointment of not more than six (6) consecutive months [as provided in Article 12.4.c)];
  - b) Where there is a pressing need to complete the projects of a departed Employee;
  - c) To accommodate additional workload created by a special request of the Board where the impact is to temporarily exceed the resources of the Bargaining Unit.
- 12.9. The Employer shall provide the union with advance notice of its intention to hire consultants under Article 12.8, including identification of the circumstance(s). In cases where the work and skillset of an existing Bargaining Unit member may be appropriate for a specific project where the hiring of an external consultant is being considered, the Employer will consult first with the Union and the Bargaining Unit member regarding their interest in undertaking the project. If a Bargaining Unit member indicates interest to take on that work, the Employer will take the member's interest into account before offering that work to an outside consultant. The member's request shall not be unreasonably denied.
- 12.10. The Employer agrees, that in no event, shall the aggregate labour costs paid to consultants in any year exceed ten per cent (10%) of the aggregate salary paid to Regular Employees in the Union in the same year. Within one (1) month of such payments reaching seven and a half per cent (7.5%), the Employer will meet with the Union to discuss the possibility of creating a Limited Term Bargaining Unit position to address workload and capacity issues.
- 12.11. Except as provided for in Articles 12.4.c) and 12.8 the Employer agrees not to contract out Bargaining Unit work where the effect is a reduction in the amount of work available to be performed by members of the Bargaining Unit.

## **ARTICLE 13 – PROBATIONARY PERIOD**

- 13.1. All newly hired Employees of Administrative/Accounting classification shall be on probation for a period of one hundred and twenty (120) calendar days from the date of commencement of employment. All newly hired Employees of Policy classification shall be on probation for a period of one hundred and eighty (180) calendar days from the date of commencement of employment.

During the probationary period, Employees shall have all rights under this Agreement, except with respect to discharge. Probationary Employees may be discharged at any time during the probationary period, subject to the Employer acting reasonably, fairly, equitably, non-discriminatorily, and in good faith. Probationary Employees shall be given five (5) working days written notice of discharge, or pay in lieu, or any combination of working notice or pay in lieu.

## **ARTICLE 14 – SENIORITY**

14.1. Seniority shall be counted as the length of cumulative service within the Bargaining Unit either as a Regular Employee or as a Limited Term Contract Employee and shall be calculated as such.

## **ARTICLE 15 – HIRING, PROMOTIONS AND STAFF CHANGES**

15.1. When a vacancy occurs or a new position is created, the Employer shall provide the Union with a copy of the posting to allow the Union five (5) working days for input. Notice of the position shall then be posted internally for a minimum of five (5) working days by emailing the posting to all unit members so that they know about the position and are able to make application thereto. The posting shall be sent to the personal e-mail address of all Employees on leave under the terms of the agreement.

15.2. Such notice shall contain the following:

- the nature of the position;
- qualifications;
- required knowledge, education (or equivalent combination of education and experience) and skills;
- the salary range for the position and whether the position is Regular or Limited Term, Administrative/Accounting or Policy classification; and
- a statement that OCUFA is committed to the principle of employment equity, is an equal opportunity employer and welcomes diversity in the workplace.

The criteria established shall be reasonable and in good faith.

15.3. The Parties acknowledge the importance of collegial input into the process of evaluating candidates for Bargaining Unit positions.

- a) All members of the Bargaining Unit who apply to a position posted under 15.1 are entitled to an interview, the purpose of which will be to determine whether the member is qualified and has the skills and abilities for the position.
  - b) Internal interviews shall include the Union Steward or delegate, as an observer, who shall be provided with the criteria upon which applicants are to be assessed and be copied on correspondence with applicants.
  - c) If no internal candidate is successful, the position shall be advertised externally and may be filled by the Employer from outside the Bargaining Unit by the process as provided in Article 15.3.d).
  - d) When there is an external search, the Employer shall strike a committee to evaluate applications, interview candidates, and make recommendations. This committee shall include, but shall not be limited to, the Executive Director or their designate. The Union Steward or delegate shall participate as an observer.
- 15.4. An Employee transferred to a new position shall be given a trial period equivalent in length to the probation period provided in Article 13, during which time they will receive the necessary training for the position. Conditional on satisfactory service, the Employee shall be declared permanent after the trial period. In the event the transferred Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, they shall return to their former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.
- 15.5. The Union shall be notified of all appointments, hirings, transfers and terminations of employment within five (5) working days of the notification to the Employee affected.
- 15.6. No new Employee shall be hired until those who have been laid off for less than three (3) years have been given opportunity of re-employment, provided the laid-off Employee is capable of performing the work with no more than three (3) months' training. Once the Employer identifies a position into which a permanent Employee may be permanently placed, the Employer shall provide the training, at its expense, that it considers necessary to enable such Employee to perform the duties of the position.

## **ARTICLE 16 – LAY-OFF**

- 16.1. The Employer shall have the right to lay-off Employees. If a lay-off notice is given under Article 16.2 the Employer shall, at the same time, give full and complete reasons for the lay-off to the Union. The Parties shall meet as soon and as often as is practical to discuss possible ways to avoid a lay off.
- 16.2. Any individual to be laid-off shall be notified at least six (6) months prior to the lay-off

taking effect. Such notice shall specify the beginning and expected date of the lay-off and whether the lay-off is to be full or partial.

- 16.3. If there is to be a lay-off, the Employer shall lay-off Employees in the following order:
  - a) Employees on Limited Term Contracts, to the extent that such Employees' positions are not funded by outside agencies (soft money);
  - b) Regular Employees;
  - c) Employees on Limited Term Contracts, to the extent that such Employees' positions are funded by outside agencies (soft money).
- 16.4. Further to Article 16.3 above, within each of Articles 16.3.a), 16.3.b), and 16.3.c), where there is to be a lay-off the Employer shall lay-off in reverse order of seniority provided that the remaining Employees are capable of performing the work.
- 16.5. Pursuant to Article 16.4 above, the Parties recognize that this gives Employees the right to "bump-up." In the event that, through the exercise of seniority rights during a lay-off, an Employee bumps down into a lower paid position, they shall not retain their former salary but shall be paid the salary of the lower paid position. If the Employee bumps up, they shall be entitled to the salary for the new position.
- 16.6. In the event off lay-off, no person not in the Bargaining Unit shall perform duties that are normally performed by members of the Bargaining Unit or could be performed by members of the Bargaining Unit, with the exception of managerial duties.
- 16.7. Employees shall be recalled in reverse order off lay-off. Employees shall have recall rights under this Agreement for three (3) calendar years from the date of the lay-off, after which they shall lose all rights under this Agreement.
- 16.8. Employees on lay-off shall provide the Employer with a current address and telephone number for use in notification.
- 16.9.
  - a) Notwithstanding the other provisions of this Article, where an Employee is laid-off because of the return to work of an Employee who has been off work on Workers' Compensation or who has been off work on sick leave and has exhausted benefits under Article 28, any individual to be laid-off shall receive one (1) months' notice, or as required by the *Employment Standards Act 2000*, whichever is the greater.
  - b) In the circumstances set out in Article 16.9.a), the Union shall receive equivalent notice.
  - c) In the circumstances set out in Article 16.9.a), the Employer shall notify the Employee and the Union promptly upon becoming aware of the impending return to work of an Employee.

16.10. The above-noted provisions shall also apply in the case where a position is declared redundant.

## **ARTICLE 17 – SALARIES**

17.1. For the purposes of salary, there are two main salary/job classifications, Administrative/Accounting and Policy, each with one or more levels. Each level has its own salary range, including minimum salary, maximum salary, and salary steps, as detailed in Article 17.4 below.

17.2. The following principles govern the salary system and its administration, with the agreed rounded values displayed in Article 17.4 below:

- a) Employees receive a step increment annually.
- b) An Employee transferring to a different job but within the same salary/job classification level continues to move through the steps from their current salary position.
- c) An Employee who is promoted to a higher rated classification within the Bargaining Unit will be placed upon the grid of the higher rated classification so that they shall receive no less an increase in salary than the equivalent of one step in the salary range of their present classification.
- d) Any Employee whose salary is above their classification salary range is red circled and receives no further salary increases until the maximum of the range is raised beyond the Employee's current salary.
- e) Any Employee temporarily assigned to perform a job at a higher classification level for a period exceeding four (4) consecutive weeks will be placed upon the grid of the higher rated classification so they shall receive no less an increase in salary than the equivalent of one step in the salary range of their present classification.

17.3. Employees shall be paid bi-weekly.

17.4. Salary Ranges

(See Attached Table in Appendix A: Salary Grid)

17.5. The minimum and maximum 2024 salaries shall increase by two percent (2%) effective January 1, 2025, and by two percent (2%) on January 1, 2026, by two percent (2%) on January 1, 2027, and by two percent (2%) on January 1, 2028.

## **ARTICLE 18 – OVERTIME and COMPENSATORY TIME**

### 18.1.

- a) The Parties agree that the normal working week shall be thirty-five (35) hours a week, Monday to Friday inclusive, and that the regular day shall consist of a seven (7) hour block of time normally between the hours of 8:00 a.m. and 5:00 p.m. The Executive director or their designate, upon application, may approve for an individual Employee an adjustment of the period in which the seven (7) hour block of time is worked during the working day.
- b) Overtime shall be remunerated in time off.

### 18.2. Administrative/Accounting Classification Employees

Overtime worked by Administrative/Accounting Classification Employees shall be calculated as one and one-half (1½) hours off, for each hour of overtime requested by the Executive Director or their designate. It is agreed that all overtime hours shall be voluntary.

### 18.3. Policy Classification Employees

#### a) Compensatory Time

Work which falls outside of hours during the working week as defined in Article 18.1.a) is the normal expectation of Policy Classification Employees and as such is not subject to additional compensation. It is understood that Employees will receive equal compensatory time for periods of high workload demand by taking appropriate time off when workload is less demanding. To receive compensatory time, an Employee must work a minimum of three (3) hours of compensatory time during a given week. Employees shall provide the Employer with a monthly account of compensatory time claimed and the amount of the compensatory time that has been taken off. Compensatory time shall not exceed five (5) days per year.

#### b) Overtime

All overtime, including travel for work outside of normal working hours, shall be approved in advance by the Executive Director or their designate.

- i) Overtime worked by attendance at evening meetings of outside agencies Monday to Friday, shall be calculated in periods of time off equivalent to time worked.
- ii) Overtime worked from Monday to Friday in response to specific extraordinary short-term projects assigned by the Executive Director or their designate shall be calculated in periods of time off equivalent to time worked.

- iii) Overtime worked on Saturdays at regularly scheduled OCUFA meetings and events shall be calculated in periods of time off equivalent to the time worked (which shall be calculated in half (½) days).
  - iv) Overtime worked on Saturdays other than that specified in Article 18.03.b)iii) shall be calculated in periods of time off equivalent to one and one-half (1½) times time worked.
  - v) Overtime worked on Sundays shall be calculated in periods of time off equivalent to double the time worked.
  - vi) Overtime worked on Saturdays and Sundays shall not normally exceed a regular workday as defined in Article 18.1.a); on the occasion that the Employer requires work beyond a regular work day, the Employer shall consult with the affected Employee(s) in advance, where possible.
  - vii) Time spent in travel to approved activities (including, but not limited to, visiting member campuses and attending meetings, conferences, workshops, or other events) that occur outside of normal work hours shall be considered overtime. Travel occurring from Monday to Friday shall be credited equivalent to time in travel. Travel occurring on Saturday shall be credited at one and one-half (1½) to time in travel. Travel occurring on Sunday shall be credited at double the time in travel.
- 18.4. Compensatory time and overtime earned pursuant to Articles 18.2 and 18.3 shall normally be taken in the calendar year during which it is accumulated. The time off shall be taken in consultation with the Executive Director or their designate and shall be subject to the requirement that the effective operation of OCUFA be maintained.
- 18.5. Notwithstanding Article 18.4, compensatory and overtime accrued by Employees may be carried from one service year to the next, but not in excess of a cumulative total including vacation days of eighteen (18) days at the end of the calendar year. Additional days may be carried forward in exceptional circumstances and with the approval of the Executive Director or their designate. Without approval of the Executive Director or their designate, any excess above eighteen (18) days will be forfeited.
- 18.6. Employees will clearly indicate in the group calendar if they are unavailable at certain times due to any personal or professional engagements.

## **ARTICLE 19 – HEALTH AND SAFETY**

- 19.1. The Union and the Employer shall cooperate in promoting a healthy and safe occupational environment.
- 19.2. The Employer agrees to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly lighted, heated, ventilated, and air-conditioned working environment. The

Employer shall comply with all applicable federal, provincial, and municipal health and safety legislation and regulations.

- 19.3. To promote a harmonious work environment, if an issue with an Employee has been identified, or in lieu of discipline, the Employer may offer counselling relevant to the nature of the issue, provided that this offer is made on reasonable grounds, and the fees for such counselling are borne entirely by the Employer.
- 19.4. The OCUFA office will close:
- a) At the discretion of the Employer, in the case of severe winter storm conditions that make traveling to work difficult or unsafe; or
  - b) In the case of a breakdown in office air conditioning, heating or ventilation which results in temperature conditions which fall below the lower limit of 18°C set by the *Occupational Health and Safety Act* or exceed 28°C for at least four (4) consecutive hours of the working day.

In the event the OCUFA office closes for any of the above reasons, there will be no loss of pay as a result.

- 19.5. Any Employee shall have the right to refuse or stop any work considered unsafe or hazardous in accordance with the terms, procedures and conditions of the Ontario *Occupational Health and Safety Act*. There shall be no loss of salary or seniority provided that the Employee continues to perform the work under alternative, safe conditions.

## **ARTICLE 20 – HOLIDAYS**

- 20.1. Employees shall be given the following paid holidays:

Christmas Eve-Day, Christmas Day, Boxing Day, the weekdays between Boxing Day and New Year's Day, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day and any other days which are declared and proclaimed as statutory holidays by the Federal Government or the Ontario Government.

- 20.2. In the event that any of the above designated days falls on a Saturday or Sunday, the following working day(s) shall be considered holiday(s), unless the Parties agree otherwise.

- 20.3. If a holiday falls within the vacation period of an Employee, they shall receive an extra day of vacation in lieu of such holiday.
- 20.4. In addition to the above-designated holidays, Employees shall also be entitled to the following:
- Two (2) floating paid holidays per year, earned at the rate of one (1) for each one-half (1/2) of the Employee's year of employment, to be taken at a time chosen by the Employee and agreed upon at least three (3) days prior to the day by the Employer.
- 20.5. During the months of July and August, Employees may take Friday afternoons off, provided that each Employee has completed a thirty-five (35) hour work week as of noon Friday during each week of the said two (2) months.

## ARTICLE 21 – VACATIONS

- 21.1. Limited Term Employees, and Regular Employees in their first year of service, shall be entitled to annual vacation with pay of three (3) weeks. Limited Term Employees and Regular Employees with more than one (1) year of service shall be entitled to five (5) weeks annual vacation with pay.

Limited term and regular employees hired after January 1, 2025, shall be entitled to vacation in the following Steps:

Years of Service	Entitlement
Year 1	3 weeks (15 days) (6%)
Year 2	4 weeks (20 days) (8%)
Year 3 and up	5 weeks (25 days) (10%)

- 21.2. Normally all vacation days shall be taken within the service year in which they are earned.

Subject to Article 21.4 a portion of vacation days may be carried from one (1) service year to the next, but not in excess of a cumulative total including overtime days of eighteen (18) days at the end of the calendar year. Additional days may be carried forward in exceptional circumstances and with the approval of the Executive Director or their designate. Without approval of the Executive Director or their designate, any excess above eighteen (18) days will be forfeited.

- 21.3. At the time of any form of termination or resignation, an Employee in their first year of service shall receive vacation pay of six per cent (6%) of their wages received to date. All other Employees shall receive vacation pay in accordance with their years of service as set out in Article 21.1 of their wages received to date in their current

year of service.

Such vacation pay shall be reduced by the amount of any wages paid to an Employee while they take their current year's vacation entitlement.

21.4. An Employee shall be entitled to their entitlement to vacation per Article 21.1 in one unbroken period unless otherwise mutually agreed to.

21.5. The times of vacation per Article 21.4 shall be determined according to the following:

Employees are required to notify the Employer of their preferred vacation times by September 1 for the first half of the following year (January-June) and by March 1 for the second half of the year (July-December). These staggered deadlines provide flexibility for planning vacations throughout the year while ensuring all requests are fairly considered.

The Employer shall review all vacation requests and will not unreasonably deny any preferred vacation times. Efforts will be made to accommodate Employees' preferences wherever possible, balancing operational needs with individual requests.

In the event of scheduling conflicts, the following prioritization framework shall apply:

Priority for Employees with School-Age Children:

Employees with school-age children will receive first consideration, with conflicts resolved in favor of the Employee with the highest seniority.

Seniority Among Other Employees:

For Employees without school-age children, conflicts will be resolved based on seniority, with the most senior Employee receiving priority.

Mid-Year Adjustments

Employees may request changes to their preferred vacation schedules after the deadlines, subject to the Employer's approval and operational requirements.

Additional Considerations

Employees are encouraged to discuss vacation plans with their colleagues to minimize potential conflicts and enhance collaboration within their teams.

21.6.

a) An Employee absent on vacation who has a serious accident or a major illness will have their vacation rescheduled at a mutually agreeable time. If requested, the Employee shall submit a medical certificate in respect of such accident or illness.

b) An Employee absent on vacation who becomes ill due to sickness or accident

shall, upon submission of a medical certificate in respect of such accident or illness, be allowed to take said vacation time as sick leave. In such an event, on obtaining prior written authorization from the Employer, the Employee shall be entitled to an extension of vacation by the appropriate number of days, or

alternatively, the vacation shall be rescheduled at another mutually agreeable time.

- c) An Employee requesting an extension or rescheduling of vacation under this article, shall provide notice to the Employer as soon as practicable, and in any event by no later than two (2) weeks from the onset of the illness or injury, unless the illness or injury is so severe as to prevent the Employee from making such a request.

## **ARTICLE 22 – GENERAL CONDITION APPLYING TO ARTICLES 23 & 24**

- 22.1. It is understood that unless otherwise specified all authorized leaves are without loss of seniority, benefits and pay.

## **ARTICLE 23 – TIME RELEASE FOR PROFESSIONAL DEVELOPMENT**

- 23.1. The Parties agree that an Employee's ability to perform their duties may be enhanced by participation in courses of study, conferences, conventions, seminars and workshops. The Employer therefore agrees to consider requests for time release during working hours to this purpose. Time release pursuant to this Article shall be for a course of study, conference, convention, seminar, workshop, or similar professional or educational event directly related to OCUFA and to the Employee's position and responsibilities at OCUFA.
- 23.2. Employees seeking time release as provided in Article 23.1 shall make written application at least two (2) weeks in advance of the commencement of the time release. The Employer shall respond in writing to the request. If approval to participate is withheld, reasons will be given when the response is provided.
- 23.3. Leaves granted pursuant to this Article shall not exceed fifteen (15) working day equivalents per twelve (12) month period.
- 23.4. Where the Employer requests and/or requires an Employee to attend/participate in any course of study, conference, convention, seminar or workshop as provided in Article 23.2, time release pursuant to this Article is not required and the Employee's so doing shall be considered part of the Employee's duties and the Employer shall, in addition to maintenance of pay and benefits, pay all related expenses, including but not limited to tuition, registration and books/materials, and travel, accommodation and meal allowance within the rates established by the OCUFA Board.

- a) Where the Employer requires an Employee to attend a course of study, conference, convention, seminar or workshop, and subsequently requires the Employee to work outside the normal working day during the period of the time release, the Employee shall be compensated in time off at the applicable overtime rate.
- b) Copies of all written materials from a course of study, conference, convention, seminar or workshop attended by an Employee at the Employer's request as provided under Article 23.4.a) shall be made available to the Employer for its use.

23.5.

- a) Where an Employee requests time release to attend a course of study, conference, convention, seminar or workshop during working hours, the Executive Director or their designate, at their discretion, may determine that the requested time release is of benefit to OCUFA. In such case the provisions under Articles 23.4.a), 23.4.b) and 23.4.c) shall apply.
- b) In all other cases, where time release to attend a course of study, conference, convention, seminar or workshop during working hours has been granted at the Employee's request, the Employee shall be required to replace the hours of release time before overtime becomes applicable and the Employee shall bear all related expenses.

23.6.

- a) The Employer agrees to send two (2) Employees, as designated by the Union, to participate in the annual meeting of Canadian Organization of Faculty Association Staff (COFAS) and to pay the costs of registration, travel, accommodation and meal allowance within the rates established by the OCUFA Board. Time spent at the COFAS meeting and in travel to/from the meeting shall be paid in regular time and not be subject to provisions outlined in Article 18.
- b) The Employer agrees to pay the COFAS membership fees for all Employees.

23.7. The provisions of this Article are subject to the availability of funds as determined by the Employer.

## **ARTICLE 24 – STUDY AND/OR SECONDMENT LEAVE**

24.1. The Parties agree that the Employer and Employees may derive benefit from an Employee's period of study and/or service with another organization (Secondment).

24.2.

- a) Such a course of study may be longer than that specified in Article 23.3 but shall be for a period of no longer than six (6) months. Such work shall be considered part of the Employee's duties and the Employer shall maintain pay and benefits.

- b) **Secondment leave provides for experience through service with another organization, which the Employee can subsequently bring to the benefit of OCUFA through presentation of workshops, seminars, conferences, or educational outreach activities but shall be for a period of no longer than six (6) months. Such service shall be considered part of the Employee's duties and the Employer shall maintain pay and benefits.**
- c) **Secondment leave is not for the purpose of augmenting income during the leave period. In the event that an Employee engages in a Secondment leave with another organization, and receives compensation from the organization, the Employer shall pay only the difference between its obligations under this Article and the compensation received from the other organization.**

**24.3.**

- a) **The Employer may request and/or require an Employee to undertake a Study and/or Secondment Leave.**
- b) **Where the Employee desires to apply for such leave, they shall apply by submitting to the Executive Director or their designate a carefully prepared leave proposal detailing the benefits of the leave to both the Employee and OCUFA at least six (6) months in advance of the Leave. Leave projects shall be related to the applicant's responsibilities at OCUFA.**

**24.4. Where the Employee applies for a Leave under Article 24.3.b) the leave application shall be reviewed by the Executive Director or their designate in consultation with the Staff Relations Committee. In addition to the requirements outlined in Articles 24.2, 24.3, the other criteria that may be considered in assessing the Employee's application shall include the activities carried out by the Employee during their previous leave, and the benefit to OCUFA. The Executive Director or their designate's response, indicating approval, denial or deferral, shall be given to the applicant in writing within fifteen (15) working days of receipt of the proposal. Where an application is denied, the Employee shall not submit a further proposal for a period of six (6) months.**

**24.5. Only one (1) Employee in the Bargaining Unit shall be allowed to commence a Study and/or Secondment Leave in a fiscal year. Preference shall be given to a leave requested and/or required by the Employer. If the Employer has not requested such leave and where more than one (1) Employee has submitted an application under Article 24.3.b), the preference in approving and scheduling Study and/or Secondment Leave shall be on the basis of the greater number of years of service elapsed since an Employee's last Study and/or Secondment Leave. Where no time differential exists, order shall be based on seniority in the Bargaining Unit. An Employee may defer an approved Study and/or Secondment Leave on reasonable grounds, which shall include but not be limited to serious medical reason, serious illness or bereavement in the family or the ability to conclude intended arrangements to work for another organization, as per Article 24.2.b).**

**24.6. In addition to the leave time available pursuant to this Article, banked overtime and/or vacation, subject to the limitations provided in Articles 18.5 and 21.3, may be added**

to the Study and/or Secondment Leave.

- 24.7. After three (3) months of Study and/or Secondment Leave, the Employee shall submit a progress report to the Executive Director or their designate outlining the work accomplished to that date.
- 24.8. On completion of the Study and/or Secondment Leave, the returning Employee shall submit a substantial written report concerning their activities while on leave. A copy of the report shall form part of the Employee's personnel file.
- 24.9. After an Employee has completed an Employee proposed Study and/or Secondment Leave as outlined in Article 24, they shall return to a full-time or reduced-load assignment with OCUFA for a period of one (1) year. If the Employee does not complete the agreed upon term, the Employee shall repay to OCUFA the same proportion of the salary paid during the leave as the remaining time to be served bears to the total service required. The Executive Director or their designate may consider an exception for compassionate reasons.

## **ARTICLE 25 – OTHER LEAVES**

- 25.1. Special or compassionate leave shall be granted by the Employer of up to a maximum of twelve (12) working days per year in cases of bereavement, serious family illness, or domestic emergency, provided that an affected Employee shall notify the Employer, in advance if possible. Reasonable requests for additional days of paid leave shall not be denied. Relationships of the affected Employee covered by this provision shall be: parent, wife, husband, common law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian, ward, fiancé, or any other person who has been residing in the same household, or any other relative or close friend. A relative shall include a person related by marriage, adoption, or common law.
- 25.2. Employees entitled to "Family Medical Leave" (i.e. in relation to critically ill family members) under the terms of the *Employment Standards Act* and who apply and are approved for EI benefits are eligible for supplementary employment benefit (subject to statutorily required withholding) as follows: an Employee shall receive one-hundred per cent (100%) of their gross salary for two (2) weeks, and for a period up to a maximum of six (6) additional weeks, the Employee shall receive an amount equal to the difference between one-hundred per cent (100%) of the Employee's gross salary and the gross amount of Employment Insurance benefits received.
- 25.3. One (1) day's leave shall be granted to attend a funeral as a pallbearer or mourner. Where the family of deceased Employee requests pallbearers from the Bargaining Unit, the Employer shall grant the necessary leave for up to six (6) pallbearers.
- 25.4. The Employer shall grant leave to Employees for the period of time they are required:
  - a) to be available for jury selection;
  - b) to serve on a jury; or

- c) by subpoena or summons to attend as witness in any proceeding held:
  - i) in or under the authority of a court of justice or before a grand jury;
  - ii) before a court, judge, justice magistrate or coroner;
  - iii) before a Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of their position;
  - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses or participants before it; or
  - v) before an arbitrator or umpire or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

25.5. Leave shall be granted for compulsory quarantine up to twenty-one (21) days.

25.6. Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

25.7. The Union shall be allocated, to assign at its own discretion, eight (8) full working equivalent days for Bargaining Unit business. Four (4) days may be carried over annually, up to a maximum of six (6) days accumulated in carryover at any time. It is understood that subpoenaed witnesses in arbitration hearings shall be granted leave under Article 25.4.v) and shall not be charged against the provisions of this clause. Collective Agreement negotiations for the renewal of a collective agreement to a maximum of two (2) bargaining days and for no more than three (3) bargaining unit members shall not be charged against the provisions of this clause. Meetings at which the Steward represents the Bargaining Unit shall be included in Bargaining Unit business.

25.8. Excluding leaves provided elsewhere under this article, the Employer shall not unreasonably deny a request for a leave of absence without pay on the provision that:

- a)
  - i) The Employee requesting such a leave shall give to the Executive Director or their designate at least two (2) months written notice; and
  - ii) That the leave requested is not directly detrimental to the ability of OCUFA to offer the services provided by the Employee.
- b) If a leave is granted, Employees may continue to participate in the employee benefit plan, but shall be responsible for all costs of such benefits.

## ARTICLE 26 – PREGNANCY AND PARENTAL LEAVE

### 26.1. Eligibility

Entitlement to leave under this Article shall be as follows:

- a) A pregnant Employee is entitled to leave unless the Employee's due date falls fewer than thirteen (13) weeks after the Employee commenced employment.
- b) An Employee who has been employed for at least thirteen (13) weeks is entitled to parental leave.

All leaves under this Article shall be subject to Article 22.

### 26.2. Pregnancy Leave

- a) An Employee who is pregnant shall be entitled to leave according to the terms of this Article.
- b) The Employee who is pregnant shall give the Employer at least four (4) weeks written notice of the date the pregnancy leave is to begin.
- c) The notice period under Article 26.2.b) shall not apply if the Employee stops working because of complications caused by the pregnancy or because of a birth, stillbirth or miscarriage. In the event of a miscarriage or stillbirth the Employee shall be entitled to compassionate leave under Article 25.1.
- d) A pregnant Employee shall be entitled to seventeen (17) weeks pregnancy leave. In the case where a child is hospitalized, an Employee may postpone the pregnancy leave by the number of weeks the child is hospitalized but it must be taken within the seventy-eight (78) weeks from the date of the birth of the child.
- e) In respect of the period of pregnancy leave, payments shall consist of the following:
  - i) For the first one (1) week payments equivalent to one hundred per cent (100%) of the Employee's regular weekly wage;
  - ii) For up to sixteen (16) additional weeks, payments equivalent to the difference between Employment Insurance benefits the Employee is eligible to receive plus any other earnings, and one hundred per cent (100%) of their weekly wage;
  - iii) Payment pursuant to i) and ii) above is contingent upon the Employee's eligibility for and application for pregnancy benefits under the *Employment Insurance Act* and Regulations. Payments become payable after the employee has applied for E.I. Benefits. Employees disentitled or disqualified from receiving E.I. Benefits are not eligible for payments under this Article.

Employees do not have a right to Supplementary Unemployment Benefits Plan payments except for supplementation of E.I. Benefits as specified in the plan.

### 26.3. Parental Leave

- a) On the occasion of the birth of a child, an Employee who has completed a pregnancy leave and who has opted to take parental leave shall be entitled to parental leave of up to sixty-one (61) weeks. If such Employee continues their leave for longer than thirty-five (35) weeks, such leave shall be unpaid, unless the Employee elects to follow the schedule outlined in 26.3 b. The Employee taking parental leave following pregnancy leave shall be entitled to receive top-up payments equivalent to the difference between one hundred per cent (100%) of the Employees weekly wage and the sum of their Employment Insurance Benefits plus any other earnings from employment or self-employment.
- b) An Employee electing to take parental leave of up to sixty-one (61) weeks is eligible to receive reduced top-up payments for the duration of their leave. The dollar value of these top-up payments will be equal to the value of the thirty-five (35) week top-up outlined in 26.3 a.
- c) Payment pursuant to a) above is contingent upon the Employee's eligibility for (as determined by the Employment Insurance Commission) and application for parental benefits under the *Employment Insurance Act* and regulations. Payments become payable after the Employee has been approved by the Employment Insurance Commission for E.I. Benefits.

### 26.4. Parental Leave on the Occasion of the Adoption of a Child

- a) An Employee who is the parent of a child is entitled to a leave of absence of up to sixty-two (62) weeks following the coming of the child into the Employee's custody, care and control for the first time. If the Employee has fostered a child prior to adoption, custody, care and control should be considered to begin when the adoption becomes official.
- b) In respect of the period of leave under Article 26.4.a), payments shall consist of the following:
  - i) For the first (1) week payments equivalent to one hundred per cent (100%) of their regular weekly wage;
  - ii) For a period of up to thirty-six (36) additional weeks, the Employee taking parental adoptive leave shall be entitled to receive top-up payments equivalent to the difference between one hundred per cent (100%) of their weekly wage and the sum of their Employment Insurance Benefits plus any other earnings from employment or self-employment.
  - iii) An Employee electing to take parental leave of up to sixty-one (61) weeks is

eligible to receive reduced top-up payments for the duration of their leave. The dollar value of these top-up payments will be equal to the value of the thirty-five (35) week top-up outlined in 26.4 b) ii.

- iv) Payment pursuant to i) and ii) above is contingent upon the Employee's eligibility for (as determined by the Employment Insurance Commission) and application for parental benefits under the *Employment Insurance Act* and Regulations. Payments become payable after the Employee has been approved by the Employment Insurance Commission for E.I. Benefits.

#### 26.5.

- a) An Employee who is the non-pregnant parent of the child who wishes to take parental leave shall provide at least two (2) weeks written notice before the day leave is to begin.
- b) On the occasion of the birth of a child, an Employee who is the non-pregnant parent of the child shall be entitled to sixty-three (63) weeks of parental leave, consisting of six (6) weeks paid leave from the day the leave begins, and further fifty-seven (57) weeks unpaid leave. An Employee electing to share their spouse's parental leave in accordance with the provisions of the *Employment Insurance Act*, shall be eligible for the "wage top-up" as described in Article 26.3.

26.6. After an Employee has exercised their right to pregnancy/parental leave as outlined above, they shall return to a full-time or reduced-load assignment with OCUFA for a period equal to the length of time for which the Employer provided payment for pregnancy/parental leave as provided in Articles 26.2, 26.3, 26.4, and 26.5. If the Employee does not complete the agreed upon term, the Employee shall repay to OCUFA the same proportion of the salary paid during the leave as the remaining time to be served bears to the total service required. The Executive Director or their designate may consider an exception for compassionate reasons.

#### 26.7. Child Earlier than Expected/Complications

- a) If an Employee stops working because a child comes into the Employee's custody, care and control for the first time earlier than expected, the Employee's parental leave begins on the day they stop working; and the Employee must give the Employer written notice that they are taking parental leave within two (2) weeks after stopping work.
- b) If an Employee stops working because of a complication caused by their pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, the Employee shall, within two weeks after stopping work, give written notice of the day the pregnancy leave began or is to begin.

26.8. With respect to Parental Leave top-up under this Article, notwithstanding how long the Employee elects to be absent for the leave, the Employee shall be deemed to be receiving Employment Insurance Benefits based on the rate payable for "standard parental benefits" even if the Employee is actually receiving "extended parental benefits."

## **ARTICLE 27 – BENEFITS**

- 27.1. To the degree permitted by the CAUT Group Insurance Plan ("the CAUT Plan"), or an equivalent Plan, the Employer agrees to enroll eligible Employees in the benefits package provided by the CAUT Plan or equivalent benefits provided by another plan and to pay all premiums required by such plan.

Eligible Employees under the CAUT Plan are those who work at least twenty (20) hours per week. Therefore, subject to any change in the CAUT Plan, the Employer will not be able to enroll an Employee unless that Employee works at least twenty (20) hours per week.

Employees who are members of the Bargaining Unit (i.e. are above the 16-hour-per-week threshold) but fall below the twenty (20) hour threshold for participation in the CAUT benefit plan shall receive in lieu of all fringe benefits (being those benefits to an Employee paid, in whole or in part by the employer, as part of direct compensation or otherwise, save and except salary, vacation pay, call back pay, reporting pay, responsibility allowance and bereavement pay) an amount equal to eleven per cent (11%) of their regular straight time hourly rate for all straight time hours paid.

### **27.2. Multi-Sector Pension Plan**

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

a)

- i) "Plan" means the Multi-Sector Pension Plan
- ii) "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.
- iii) "Eligible Employee" means all Employees in the Bargaining Unit.

- b) Each Eligible Employee shall contribute for each pay period an amount equal to zero point five per cent (0.5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to ten per cent (10%) of Applicable Wages to the Plan.
- c) 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.
- d) 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 it 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 27.2.d) of the Agreement include:

- i) To be provided once only at plan commencement:
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender
- ii) To be provided with each remittance:
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To be provided initially and as status changes:
  - Full Address
  - Termination Date Where Applicable (MM/DD/YY)
  - Marital Status

- iv) To be Provided Annually but no later than December 1:
- Current complete address listing
- e) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust 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 hereto as Schedule A.
- f) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

- 27.3. All Employees shall be covered by the *Workplace Safety and Insurance Act* (the "WSIA"). The Employer agrees to participate as a Schedule I employer. To the extent required under the WSIA and applicable Human Rights legislation, no Employee shall have their employment terminated as a result of absence from work with a compensable accident.

An Employee prevented from performing their regular work or any appropriate accommodated work with the Employer on account of an occupational accident that is covered by the Workplace Safety and Insurance Board shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and the rate of pay of their classification. If for any reason the Employee's classification is eliminated, the difference paid shall be in comparison to an equal classification. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.

In order to continue receiving their regular salary, the Employee shall assign their Workers' Compensation Board cheque to the Employer. In return, the Employer shall indicate the amount received from the Workplace Safety and Insurance Board as a deduction from gross income on the Employee's Income Tax (T-4) form.

- 27.4. All provisions of this Article shall apply during vacations.
- 27.5. An Employee who voluntarily terminates employment after ten (10) years of service and has reached the age of fifty-five (55) shall be entitled to opt-in to the group health and dental insurance plan.
- a) The Employee shall have the option to opt-in to continuing benefits coverage for retired CAUT Employees through the CAUT Health and Dental Plan or equivalent plan. Should the Employee opt-in, the Employer shall pay fifty percent (50%) of the premium costs related to life, health, and dental benefits for retired CAUT Employees through the CAUT Group Health and Dental Plan or equivalent plan. The Employer's contribution to the plan shall continue for a five (5) year period or until age seventy-five (75), whichever occurs firsts. Participation in the plan, and the choice of single or family coverage shall be at the Employee's discretion.
  - b) Should the Employee not choose to opt-in to the CAUT Group Health and Dental Plan, they shall receive financial support for health benefits in the amount of \$2,750 for the first five (5) years after termination.
- 27.6. The Employer shall not be considered to be an insurer with respect to any benefit or plan referred to herein. An Employee who is refused insurance benefits cannot make a claim against OCUFA. Such a claim must be pursued directly against the insurer.
- 27.7. No Employee shall have their services terminated for the sole reason of exhausting any benefit under this Article.
- 27.8. The Employer shall provide a Dependent Care Expense Allowance to all employees with children under the age of twelve (12), disabled dependent children, or with dependent adults, as defined by the Canada Revenue Agency amount for spouse or common-law partner and dependents, upon proof of dependency. The Allowance shall be granted up to a maximum of \$3,000 per dependent, per year of the Agreement, for resources and supports necessary for providing dependent care. Should an employee work part of the year, the Dependent Care Expense Allowance will be prorated according to the period the staff worked during the calendar year.

## **ARTICLE 28 – SICK LEAVE PROVISIONS**

- 28.1. Sick leave means the period of time an Employee is absent from work after notification to the Employer, with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment by a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act* (the "WSIA").

All Employees in the Bargaining Unit shall be entitled to the following sick leave provisions:

- a) For the purpose of this Article all Employees working on average twenty (20)

hours per week or more shall be considered full-time. For Employees working between sixteen (16) hours per week on average and twenty (20) hours per week, the following shall apply on a pro-rated basis.

- b) Sick leave shall be earned at the rate of one and one-half days (1½) for every month of service.
- c) A total of seventy-five (75) sick days may accumulate in an Employee's sick leave bank.
- d) Where no one other than the Employee can provide for the needs during illness of an immediate member of their family (as defined in Article 25), an Employee shall be entitled to use accumulated sick leave days per illness for this purpose.
- e) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- f) An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of four (4) consecutive working days, certifying that they were unable to carry out their duties due to illness, or the illness of an immediate member of their family.
- g) When an Employee is given paid leave of absence for any reason, they shall receive sick leave credits for the period of such absence on their return to work. When an Employee is laid off, they shall not receive sick leave credits for the period of such lay-off but shall retain their cumulative credit existing at the time of lay-off.
- h) An Employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of fifteen (15) working days. Upon return to work, the Employee shall repay the extension of sick leave in full at a rate of one-half (1/2) of the monthly accumulation.
- i) Immediately after the close of each calendar year the Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit under Article 28.1.

## 28.2.

- a) An Employee shall suffer no interruption in salary or loss of salary as a result of being on short-term disability. Salary payments made to an Employee to prevent any interruption or loss of salary during short-term disability leave shall be recovered from any subsequent Insurance Benefits paid to the Employee.
- b) An Employee is eligible to go on long-term disability (LTD) on the first day that they complete the elimination period under the long-term disability (LTD) provisions of the group insurance policy provided by the Employer.

- 28.3. No Employee shall have their services terminated for the sole reason of exhausting any benefit under this Article.

## **ARTICLE 29 – TRAVEL ALLOWANCE**

- 29.1. The Employer agrees to pay costs, consistent with existing practices, of an Employee while travelling on the Employer's business. Such costs shall include accommodation, meals, transportation, and hospitality.
- 29.2. The Employer shall not require an Employee to own an automobile as a condition of employment. However, the Employee may elect to use their automobile on the Employer's business.
- 29.3. Where the Employee elects to use their own automobile for the Employer's business, prevailing allowances paid under Board-determined general expenses policy will be paid.
- 29.4. When an Employee is called in to work between 7:00 p.m. and 7:00 a.m. or if Employer-requested overtime or work ends during this time, taxi service to and from the home of the Employee shall be paid by the Employer, if requested by the Employee.
- 29.5. Employees will be permitted to use such parking facilities as are available adjacent to the Employer's existing premises free of charge.

## **ARTICLE 30 – MOVING EXPENSES**

- 30.1. The Employer agrees to pay all reasonable moving expenses, if the Employee is required to relocate in order to carry out the Employer's business.

## **ARTICLE 31 – TRAINING**

- 31.1. Where, as a result of changes in the requirements of a particular position, an Employee's ability to perform in that position has become insufficient, such Employees who is capable of performing the work shall, at the expense of the Employer, be given no more than three (3) months during which they may learn the new skills which have become necessitated by the changes in the requirements of the particular position. There shall be no reduction in wage or salary rates during the training period of such Employees and no reduction in pay as a result of changes in the requirements of the position.
- 31.2. The training provided for in this Article shall be given during the hours of work whenever possible. Any time devoted to such training shall be considered as time worked.

- 31.3. The right to a training period described in Article 31.1 shall include situations where, as a result of a lay-off or re-organization, an Employee is assigned new duties, and is capable of performing the work, as referred to in Article 15.4.
- 31.4. Nothing in this Article 31 shall apply to an Employee whose inability to perform according to a position's requirements is due to the Employee's invocation of the provisions described under Article 16.

## **ARTICLE 32 – INFORMATION**

- 32.1. The Parties recognize the value of having a common basis of understanding with which to discuss problems that may arise. In light of this recognition, the Parties agree to advise each other of problems they perceive or anticipate, and agree to exchange, upon request, in reasonable time, all information in their possession relevant to a perceived or potential problem.
- 32.2. Notwithstanding Article 32.1, neither Party is required to provide information of a normally privileged nature. This includes but is not restricted to lawyer/client relations or information related to preparations for collective bargaining.
- 32.3. The Employer shall provide the Union with the following information:
- a) no later than January 15<sup>th</sup> of each year a list containing the name, date of appointment, category of employment, level within the category, and grid step of each Employee;
  - b) the name, date of appointment, category of employment, level within the category, and grid step of each new Employee, each newly promoted Employee and each newly transferred Employee within two (2) weeks following the appointment, as well as copies of the letters of offer, promotion or transfer provided to the Employee;
  - c) the name of the Employee, type of leave granted, and duration of leave granted for all leaves authorized under Articles 23, 24, 25 or 26 of the Collective Agreement within two (2) weeks of the authorization of the leave;
  - d) copies of all letters of offer made to Limited Term Employees under Article 12.6 within two (2) weeks of the acceptance of the offer;
  - e) for each "consultant" hired, the information provided for under Article 12.8, as well as a copy of the contract;
  - f) no later than January 15<sup>th</sup> of each year the aggregate salary paid to Regular Employees in the Union, and the aggregate labour costs paid to all "consultants" hired under the provisions of Article 12.8 in the previous calendar year;
  - g) copies of the letters provided to each Employee in January outlining the Employees' vacation/overtime/compensatory time bank, and sick bank;

- h) any other information as may be set out elsewhere in this Agreement that is required to be given.

## **ARTICLE 33 – COPIES OF THE AGREEMENT**

- 33.1. The Union and the Employer desire each Employee to be familiar with the provisions of this Agreement, their rights and duties under it. For this reason, the Employer shall provide each Employee, CUPE 1281, and CUPE with a copy of this Agreement within sixty (60) days of ratification.

## **ARTICLE 34 – LABOUR/MANAGEMENT BARGAINING RELATIONS**

- 34.1. Members of the Bargaining Unit shall have the right at any time to have assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) or advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance or in any other matter relating to the Union's business.
- 34.2. Any representative of the Union or bargaining committee who is in the employ of the Employer shall have the right to attend meetings with the Employer held within working hours without loss of salary, seniority or any other benefit.
- 34.3. In order that the Union can properly represent Employees in labour management relations, the Employer agrees that members of the Bargaining Unit may use the Employer's business equipment (including but not limited to computers, photocopiers etc.), outside of normal business hours, and so long as such use does not unduly interfere in the Employer's business.

## **ARTICLE 35 – JOINT UNION-EMPLOYER COMMITTEE**

- 35.1. The Parties shall establish and maintain a Joint Union-Employer Committee, comprised of two (2) members of Local 1281 and two (2) members of the Employer. On the request of either Party, the Joint Union-Employer Committee shall meet at least once every four (4) months until this Agreement is terminated for the purpose of discussing issues related to the workplace that affect the Parties or any Employee bound by this Agreement.
- 35.2. Issues relating to workload shall be referred to the Joint Union-Employer Committee.

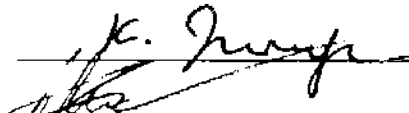

## ARTICLE 36 – LEGAL LIABILITY

36.1. The Employer shall indemnify and save harmless each Employee against damages and legal costs related to any action or claim against the Employee arising out their employment activities or responsibilities, or any activities or responsibilities incidental thereto, save and except in the case of dishonest, fraudulent, criminal or malicious acts, gross negligence or willful misconduct. Timely notice will be given the Employer of any action or claim or potential or threatened action or claim of which the Employee has, or might reasonably be expected to have, knowledge. Legal counsel will be provided by the Employer.

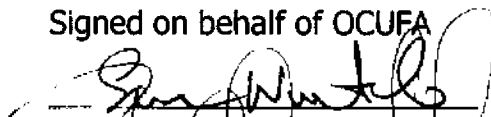
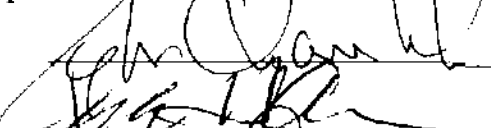
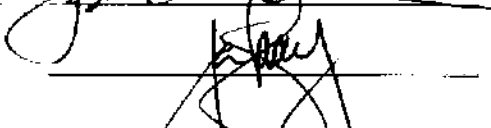

## ARTICLE 37 – TERM OF AGREEMENT

- 37.1. This Agreement shall be binding and remain in effect from **January 1<sup>st</sup>, 2025 to December 31<sup>st</sup>, 2028** and shall continue from year to year thereafter unless either party gives the other notice in writing within the period of one hundred and twenty (120) days before the Agreement ceases to operate that it desires to enter into negotiations to amend this Agreement. Within twenty (20) working days of the receipt of the notice as above the Parties shall enter into negotiations for a new Agreement unless mutually agreed otherwise by the Parties.
- 37.2. Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 37.3. Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the Union goes on strike, whichever occurs first. If negotiations extend beyond the termination of this Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.
- 37.4. An Employee who has severed their employment between the effective date of this Agreement and the signing date of this Agreement shall receive full retroactivity of any increase in wages.
- 37.5. All provisions of this Agreement shall apply retroactively unless otherwise specified.

Signed on behalf of CUPE Local 1281

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Printed Name: (2025-09-18 09:44:00 EDT)

Signed on behalf of OCUFA

  
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## **MEMORANDUM OF UNDERSTANDING ON ARTICLE 4.7**

The Parties have agreed under Article 4.7 to implement Anti-Oppression and Anti-Bias training for all employees and management of OCUFA.

The Parties recognize that there may be hirings that occur before the training described in Article 4.7 has been developed or before the training can be provided to new employees or other members of hiring committees, including for example members of the OCUFA Executive or Committee Chairs.

Should any hirings occur before such training can be provided, members of the hiring committee shall undertake alternative anti-oppression and anti-bias training deemed by the Joint Union-Employer Committee to be a suitable substitute. The goal of providing such an alternative is to strike a balance between ensuring that appropriate training has been taken and ensuring timely replacement of bargaining unit positions.

# **MEMORANDUM OF UNDERSTANDING ON REMOTE WORKING ARRANGEMENTS**

## **Definitions**

“Remote work” means the ability to work from home or from another location rather than being required to go to the physical workplace of the Employer 21 Randolph Ave., Toronto, ON M6P 4G4, or such other location as is determined by the Employer’s lease agreement.

## **Scope**

All Employees are eligible to work remotely on a regular part-time or full-time basis, subject to requested in-office presence, as outlined under this MOU, provided that remote work does not interfere with their ability to perform their assigned job duties, that they have an appropriate and safe dedicated workspace, and they agree to the terms of the remote working arrangement, as outlined in this MOU.

Remote work shall be strictly voluntary; OCUFA will not require an Employee to work remotely.

Employees and the Employer must comply with all organizational rules, policies, practices, instructions, and statutory obligations that would apply if the Employer were working in the office.

Employee requests for accommodation under the *Ontario Human Rights Code* that require the Employee to work remotely for any period of time will be reviewed independently from this process.

## **Rights**

There shall be no change to the job titles, classifications, or job descriptions of Employees because they are working remotely.

There shall be no change in the present level of remuneration or rate of progression for those working remotely.

There shall be no change to an Employee’s rights under the Collective Agreement if they are working remotely.

## **Process**

Employees who want to work remotely for an extended or ongoing timeframe must submit a written request for a remote working arrangement one (1) month in advance, or at the time of hire. Request shall not be unreasonably denied.

Employees who want to work remotely on a specific single day do not require a remote working arrangement and instead may make a request to the Employer with reasonable notice.

## **Scheduling**

Work hours shall be established in accordance with Article 18.1.a) of the Collective Agreement.

All OCUFA staff will be required to attend regularly scheduled "common" in-office consecutive workdays on Monday, Tuesday, and Wednesday each week. There shall be three (3) such common days each week.

When an employee is required to work in-office on a Friday for a Committee meeting they are not required to work In-office on the Monday of that same week.

When requested by the Employer with two (2) working days' notice, Employees working remotely shall also be required to attend meetings and events at or outside the Office, as their professional duties require. This could include, but is not limited to, OCUFA events and meetings of the OCUFA Executive, Board, Committees, or with faculty associations, government, coalition partners, vendors, or service providers.

In extenuating circumstances beyond the Employer's control where the in-person presence of a Bargaining Unit member is necessary at or outside the Office, only one (1) working day's notice will be required.

Employees may choose to work from the Office more frequently, at their own discretion.

## **Performance**

Employees participating in remote working arrangements are responsible for maintaining all regular performance standards and workflow.

The Employer and Employees are mutually responsible for maintaining effective communication.

Should a situation beyond an Employee's control occur that prevents them from carrying out their responsibilities (e.g., a power outage, internet outage, or equipment failure), the Employee shall be responsible for notifying the Employer as quickly as possible and making alternative working arrangements.

If an outage is likely to take multiple days to resolve, the Employee will be expected to work from the Office until the situation is resolved.

## **Equipment**

The Employer shall provide Employees working remotely with a laptop computer and carrying case, but home office equipment is the responsibility of the Employee.

As per the IT, Computer Use, Cybersecurity Policy, this equipment will remain the property of the Employer and will be returned to the Employer when the Employee's remote working arrangement ends. The Employer will assume responsibility for normal maintenance, repair, and technical support of this equipment unless the Employee has been proven to be negligent.

Unless otherwise agreed, Employees must use OCUFA-provided computers when working

remotely to ensure that the appropriate software and programs are being used while maintaining data security and confidentiality. All completed and working copies of documents must be saved on the OCUFA online file management platform with limited access so that information is available to those who may require its use from the organization's worksites.

The Employer will provide Employees with the necessary support to ensure all requirements of the IT, Computer Use, Cybersecurity Policy and this Article can be met for remote work arrangements.

The Parties agree that any amendments to the IT, Computer Use, Cybersecurity Policy shall not conflict with the provisions of this Article. It is further agreed that if any amendments to the IT, Computer Use, Cybersecurity Policy are found to be inconsistent with provisions of this Article, the Collective Agreement shall prevail.

### **Employee costs**

Employees who engage in remote work are responsible for:

The costs of maintaining the remote workplace (such as insurance, heat, and hydro);

Using supplies, equipment and electronic networks belonging to the Employer only for the purposes of carrying out the Employer's work unless otherwise authorized by the Employer.

### **Expenses**

The following expenses shall be reimbursed to the Employee upon provision of receipts:

Reimbursement for personal cell phone usage, to a maximum of one hundred dollars (\$100) per month.

General supplies, to cover the cost of items including but not limited to printing and stationery. Where practicable, Employees will attempt to use the Employer's supplies before purchasing their own and seeking reimbursement.

### **Dependent or child care**

Employees must arrange for childcare or dependent care during their work hours, except in cases of extraordinary circumstances.

### **Term of the MOU**

Absent mutual agreement, this MOU expires effective December 31, 2028.

## **MEMORANDUM OF UNDERSTANDING ON PAY EQUITY**

### **Intent**

The Parties agree to establish a Pay Equity Committee (herein after referred to as the 'Committee') for the purpose of meeting requirements under the Ontario *Pay Equity Act*. The Parties further agree to establish, implement, and maintain a Pay Equity Plan. The Union's participation in the Committee shall not count toward the allocation for "Bargaining Unit business" as outlined in Article 25.7.

### **Composition**

The Committee shall have equal representation and participation from the Parties, consisting of no more than two (2) representatives from the Union and two (2) representatives from the Employer. With prior notice, committee members may invite additional attendees to meetings to provide advice and expertise, as needed.

### **Mandate**

The mandate of the Committee is to establish terms of reference for the establishment, implementation, and maintenance of a Pay Equity Plan.

Should the pay equity process reveal gender-based wage inequities, the Employer agrees to make the changes required for compliance under the Pay Equity Act, and to report the same to the Committee.

The Parties will endeavour to have the Pay Equity Plan implemented within six (6) months of the ratification of the Collective Agreement.

### **Maintenance**

The Committee shall be responsible for reviewing any applicable documentation, and for providing input on the Maintenance Review required under the Pay Equity Act.

### **Pay Equity Obligations**

The Employer shall carry out its obligations under the Ontario *Pay Equity Act*, including maintenance requirements, as may be amended from time to time.

## **MEMORANDUM OF UNDERSTANDING – UNIVERSITY PENSION PLAN**

The Union and the Employer agree to work together to make an application to the University Pension Plan ("UPP"), for the members of the Union to begin participation in the UPP as of January 1, 2026. If this application is successful, contributions to the MSPP, as set out in Article 27.2, will cease and all pension-related contributions made by the Employer and the Union's members will be to the UPP. Once contributions begin being made to the UPP, the Pension Offsets, as set out in the Minutes of Settlement will apply.

1. Both the Employer and the Union recognize and agree that the terms and conditions concerning participation of the Employer and the Union's members in the UPP will be in accordance with the terms of the UPP, and both the Employer and Union recognize that the terms and conditions of the UPP are subject to change.
2. The Employer and the Union recognize and agree that the terms and conditions of the UPP are not negotiable, grievable, or subject to arbitration. Future negotiations are limited to decisions on continued participation in the Plan.
3. The Employer and the Union agree to put forward an application to the UPP on the following basis:
  - a) Contributions and pension accruals for the Union's members will begin as of January 1, 2026 (or as close to that date as possible) (the "Effective Date");
  - b) Both Employer and Employee Contributions to the UPP will be as required by the UPP;
  - c) All full time employees will become members of the UPP immediately on the Effective Date;
  - d) All part time employees will be subject to the eligibility conditions for such employees under the terms of the UPP; and
  - e) Pensionable Earnings will be as currently defined for Employees of OCUFA under section 20.04(i) of the UPP Plan Text.
4. Upon transition from the MSPP to the UPP, the Employer will have no role or obligation with respect to the Employees' entitlements under the MSPP. The Employer understands that members who are terminating membership under the MSPP will be given membership termination options under the Pension Benefits Act but makes no representation as to what those entitlements are and shall incur no liability with respect to any issues arising from the termination of membership in the MSPP.
5. The Employer and the Union agree that, on the Effective Date, the Collective Agreement will be amended to reflect the removal of all references to the MSPP and any other changes required by the UPP.

## **MEMORANDUM OF UNDERSTANDING REGARDING INTERNS**

The Parties agree to work together to develop and maintain an Employer policy to govern the hiring, working conditions, and oversight of student interns who are engaged to assist with the production of OCUFA's journal of higher education, *Academic Matters*. It is understood that student interns are not members of the Bargaining Unit, and this policy will not be a part of the Collective Agreement, but it will be jointly developed by the Parties, and may be amended, from time to time, by mutual agreement.

# APPENDIX A: SALARY GRID

Classification	2025 Salary Grid								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative/Accounting Level A	\$76,386.82	\$78,601.83	\$80,816.84	\$83,031.85	\$85,246.86	\$87,461.87	\$89,676.89	\$91,891.90	\$94,106.91
Administrative/Accounting Level B	\$100,752.06	\$102,967.07	\$105,182.08	\$107,397.10	\$109,612.11	\$111,827.12	\$114,042.13	\$116,257.14	\$118,472.15
Policy Level A	\$105,864.76	\$108,079.77	\$110,294.78	\$112,509.79	\$114,724.81	\$116,939.82	\$119,154.83	\$121,369.84	\$123,584.85
Policy Level B	\$126,182.70	\$128,397.71	\$130,612.72	\$132,827.74	\$135,042.75	\$137,257.76	\$139,472.77	\$141,687.78	\$143,902.79
<b>Step value =</b>	<b>\$2,215.01</b>								
<b>Scale increase is</b>	<b>2.00%</b>								

Classification	2026 Salary Grid								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative/Accounting Level A	\$80,970.02	\$83,229.34	\$85,488.65	\$87,747.96	\$90,007.27	\$92,266.58	\$94,525.90	\$96,785.21	\$99,044.52
Administrative/Accounting Level B	\$106,797.18	\$109,056.50	\$111,315.81	\$113,575.12	\$115,834.43	\$118,093.74	\$120,353.06	\$122,612.37	\$124,871.68
Policy Level A	\$111,158.00	\$113,417.31	\$115,676.62	\$117,935.93	\$120,195.24	\$122,454.56	\$124,713.87	\$126,973.18	\$129,232.49
Policy Level B	\$132,491.84	\$134,751.15	\$137,010.46	\$139,269.77	\$141,529.08	\$143,788.39	\$146,047.71	\$148,307.02	\$150,566.33
<b>Step value =</b>	<b>\$2,259.31</b>								
<b>Scale increase is</b>	<b>2.00%</b>								
<b>Policy UPP Offset</b>	<b>3.00%</b>								
<b>Admin UPP Offset</b>	<b>4.00%</b>								

Classification	2027 Salary Grid								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative/Accounting Level A	\$82,589.42	\$84,893.92	\$87,198.42	\$89,502.92	\$91,807.42	\$94,111.92	\$96,416.41	\$98,720.91	\$101,025.41
Administrative/Accounting Level B	\$108,933.13	\$111,237.63	\$113,542.12	\$115,846.62	\$118,151.12	\$120,455.62	\$122,760.12	\$125,064.61	\$127,369.11
Policy Level A	\$113,381.16	\$115,685.66	\$117,990.15	\$120,294.65	\$122,599.15	\$124,903.65	\$127,208.15	\$129,512.64	\$131,817.14
Policy Level B	\$135,141.67	\$137,446.17	\$139,750.67	\$142,055.17	\$144,359.66	\$146,664.16	\$148,968.66	\$151,273.16	\$153,577.66
<b>Step value =</b>	<b>\$2,304.50</b>								
<b>Scale increase is</b>	<b>2.00%</b>								

Classification	2028 Salary Grid								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative/Accounting Level A	\$86,591.80	\$88,896.30	\$91,200.80	\$93,505.30	\$95,809.79	\$98,114.29	\$100,418.79	\$102,723.29	\$105,027.79
Administrative/Accounting Level B	\$113,462.38	\$115,766.88	\$118,071.37	\$120,375.87	\$122,680.37	\$124,984.87	\$127,289.37	\$129,593.87	\$131,898.36
Policy Level A	\$117,999.37	\$120,303.87	\$122,608.36	\$124,912.86	\$127,217.36	\$129,521.86	\$131,826.36	\$134,130.86	\$136,435.35
Policy Level B	\$140,195.09	\$142,499.59	\$144,804.09	\$147,108.59	\$149,413.09	\$151,717.58	\$154,022.08	\$156,326.58	\$158,631.08
<b>Step value =</b>	<b>\$2,350.59</b>								
<b>Scale increase is</b>	<b>2.00%</b>								



# SCHEDULE A - MSPP PARTICIPATION AGREEMENT

## PARTICIPATION AGREEMENT (For Provinces Other Than Quebec)

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2025

### BETWEEN:

OCUFA  
(the "Employer")

-AND-

MULTI-SECTOR PENSION PLAN  
by Its Trustees  
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local of the (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the of the collective agreement dated the the "Collective Agreement failing which the Trustes or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (Declaration of Trust<sup>11</sup>) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, 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.

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 this Pension 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.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. 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 any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

- i) To Be Provided Once Only At Plan

Commencement Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

Gender

- ii) To Be Provided With Each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

Year to Date Contributions

Employer portion of **arrears** owing due to error, or late enrolment by the Employer

- iii) To Be Provided Initially And As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

7. All personal information about employees provided to the Administrator of the Plan

pursuant to section 6 of this agreement and for the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the Individual to whom the Confidential Information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.